



# Consumer Membership

Account Agreements and Disclosures



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# Consumer Membership and Account Agreements and Disclosures

## INTRODUCTION

Thank you for joining Technology Credit Union (“Tech CU,” “we,” “us”).

This Consumer Membership and Account Agreements and Disclosures (“Agreement” or “Handbook” or “Consumer Member Handbook”) is a master agreement governing your membership in Tech CU and accounts you open and maintain with us for consumer, family or household purposes. It is supplemented by the terms of your application and signature card, other disclosures that you received when you opened your membership, and other account-specific disclosures you will receive whenever you open a new account. Refer to the sections of this Agreement governing membership and the types of Tech CU accounts and services you have. Tech CU loans are subject to separate written agreements and disclosures. Keep this Agreement as well as copies of other account-opening documents you receive with your permanent documents. Your periodic statements will let you know the status of your share accounts.

## TERMINOLOGY

The definitions here will help you understand this Agreement and transactions on your Tech CU accounts and loans.

“Member” refers to a person who completes and signs a signature card in that capacity, satisfies membership requirements and is approved for membership.

“Joint owner” refers to a person, if any, who completes a signature card in that capacity.

“Agent” refers to a person authorized to manage the Credit Union accounts and loans of a member or joint owner by virtue of a power of attorney, conservatorship order, trust agreement or similar document, or by court order.

“Owner” refers to any owner of an account, whether the member or a joint owner.

“Obligor” refers to any person obligated to pay a Credit Union loan or other obligation owed to the Credit Union, such as a negative account balance, whether they are designated as a member, joint owner, and borrower or non-borrowing co-signer.

“You” or “you” may, as the context indicates, refer to any member, joint owner, agent, or obligor.

“Authorized person” means any owner, agent, obligor or other person that has been identified to Tech CU in person or by an authenticated, legally sufficient writing as authorized to conduct activity on your accounts or loans.

“Board” refers to Tech CU’s Board of Directors.

“Bylaws” refers to Tech CU’s current Bylaws.

“Debit” refers to a transaction that withdraws funds from a Credit Union account.

“Credit” refers to a transaction that deposits funds to a Credit Union account or posts a payment to a Credit Union loan.

“New account” refers to accounts of a person who has been a member of the Credit Union for fewer than thirty days.

“EFT” refers to electronic fund transfers governed by the federal Electronic Funds Transfer Act and Consumer Financial Protection Bureau Regulation E.

“ACH” means Automated Clearing House and refers to both the national ACH system for processing electronic payments and an EFT processed through the ACH system.

We may refer to our share accounts as “Savings Accounts,” to our share draft accounts as “Checking Accounts,” to our money market share accounts as “Money Market Accounts,” and to our term share certificate accounts as “Certificate Accounts” in this Agreement and other Credit Union documents that you may receive.

## GENERAL TERMS OF MEMBERSHIP

### Your Consent to This Agreement

By signing a physical or electronic signature on a paper or electronic version of a Tech CU signature card you understand and agree that your membership and accounts at Tech CU will be subject to the terms of this Agreement and other agreements and disclosures you receive governing your Tech CU services. You will consent to the specific terms of Credit Union loan products by signing applications or credit agreements governing those products. The singular implies the plural if more than one person signs the signature card. Any person who becomes an Agent but not an Owner or Obligor on a Credit Union account or loan agrees to comply with all non-payment obligations contained in the agreements that govern the related accounts or loans.

### Agreement to Arbitrate Disputes on An Individual Basis

**Please read this arbitration agreement carefully. Any dispute related to your Tech CU accounts or loans (except disputes subject to small claims court jurisdiction or disputes from which consumers are exempt from arbitration under applicable law) may be resolved by binding arbitration. You give up your right to go to court and assert your rights or defenses before a jury or court judge. You also give up your right to assert claims on a class or representative basis. You are entitled to a fair hearing before a neutral arbitrator. An arbitrator’s ruling can be entered as a judgment in court, and is subject to appeal only under very limited circumstances.**

1. Arbitration of claims above small claims jurisdictional limit: In consideration for and as a condition of Tech CU’s establishing membership and any consumer accounts or loan services for you, you agree that any dispute (other than a dispute referenced in subsection (2) of this arbitration provision) related to your Tech CU account or loan that cannot be resolved informally may be submitted by you or by Tech CU to binding non-judicial arbitration provided through an arbitration administrator. The arbitration administrator may be JAMS or the American Arbitration Association (“AAA”). The arbitration will take place at the selected arbitration administrator’s office in or nearest to your county of residence. If the arbitration administrator has more than one office in your county of residence, arbitration will occur in its office nearest to your city of residence. Neither Tech CU nor third parties collecting debts on our behalf will initiate arbitration to collect a consumer debt, but Tech CU reserves the right to arbitrate all other disputes with you. You can elect to require Tech CU or our third-party collection agencies to submit to arbitration of a debt collection action we or they initiated against you in court. This arbitration agreement will remain in effect even if you pay off and close your Tech CU accounts or loans. The term “dispute” includes any controversy or disagreement related to your account, including but not limited to (a) claims that you or Tech CU failed to comply with applicable law or regulation or the terms of this agreement, (b) claims that Tech CU injured you, or (c) claims related to the interpretation or enforceability of this arbitration agreement. Questions about whether a dispute is subject to arbitration shall be interpreted as broadly as the law allows. If either you or Tech CU refuses to submit to arbitration upon demand by the other party, the party that seeks enforcement of this arbitration provision against the refusing party will, if successful, recover its costs of doing so from the other party. This arbitration agreement is governed by the Federal Arbitration Act.
2. Small claims matters: Disputes in which the dollar amount in controversy does not exceed small claims jurisdictional limits may be brought by either you or Tech CU in the small claims court in your county of residence. Although you and Tech CU can agree to arbitrate disputes subject to small claims court jurisdiction, neither party can be compelled to arbitrate such disputes.
3. Self-help, provisional and ancillary remedies: This arbitration agreement does not prohibit you or Tech CU from exercising any lawful rights or using other available remedies to preserve, foreclose, or obtain possession of real or personal property; exercise self-help remedies, including setoff and

repossession rights; or obtain provisional or ancillary remedies such as injunctive relief, attachment, garnishment, or the appointment of a receiver by a court of competent jurisdiction.

4. Statutes of limitations: The statute of limitations that would apply to any dispute subject to this arbitration agreement also applies to arbitration.
5. Individual actions only: All claims will be arbitrated on an individual rather than a class or representative basis. If the account or loan that is the subject of the dispute has multiple owners or obligors, a single proceeding may be maintained by or against all of those parties to your account or loan.
6. Costs of arbitration services: All costs of arbitration assessed by the arbitration administrator and fees charged by the arbitrator will be borne by Tech CU, except that if you initiate the arbitration, you will pay the arbitration administrator's then-current fee for consumer-initiated arbitrations.
7. Single arbitrator: All claims will be heard by a single arbitrator knowledgeable in the subject area of the dispute who is either a retired state or federal court judge or an attorney with at least ten years of practice experience.
8. Arbitrator selection process: The party initiating the arbitration will ask the arbitration administrator to provide a list of qualified arbitrators. If you and we cannot agree to the selection of an arbitrator from the list, you and we will each select one arbitrator from the list, and those two arbitrators will select a third arbitrator to hear the dispute.
9. Governing rules and law: The arbitration will be conducted under the consumer arbitration rules of the selected arbitration administrator. The arbitrator will apply applicable substantive law. Each party may be represented by counsel of its own choosing.
10. Available remedies: Each party will have the same remedies available in arbitration as would be available if the dispute were heard in court, including but not limited to recovery of attorney's fees, expert witness fees and costs, subject to applicable law and if awarded by the arbitrator.
11. Discovery: The arbitrator shall allow discovery of non-privileged information relevant to the dispute.
12. Time for resolution: Unless otherwise agreed by you and Tech CU or unreasonable given the nature of the dispute or actions of the parties, the arbitrator shall render a decision within six months after submission of the dispute to arbitration.
13. Written statement of decision: The arbitrator shall issue a written statement of decision setting forth his or her ruling on each claim. The statement of decision will include the findings of fact and conclusions of law on which the ruling on each claim is based.
14. Final and binding nature of decision: Absent clear abuse of discretion by the arbitrator in making findings of facts or conclusions of law, the arbitrator's decision will be final, binding, and not subject to appeal. The arbitrator's decision may be entered as a judgment in a court of competent jurisdiction.

In the event that the class action waiver in this agreement to arbitrate disputes on an individual basis is found to be unenforceable for any reason in relation to a claim involving class action allegations, the remainder of this agreement to arbitrate disputes on an individual basis will be unenforceable.

## OUR RIGHT TO SUSPEND ACCESS TO YOUR TECH CU ACCOUNTS

**You agree that if you fail to meet your financial obligations to Tech CU, for example by failing to pay your Tech CU loans as agreed or failing to restore negative account balances on demand, Tech CU can suspend access to your Tech CU accounts and any Tech CU open-end credit lines you have until you contact us to make payment arrangements that are acceptable to Tech CU in our reasonable judgment.** Tech CU can suspend access to your open-end credit lines immediately after your default. Tech CU will not suspend account access until the later of (a) at least ten days after your failure to meet your obligation or (b) five business days (ten business days if your address is outside California) after we have sent you a written warning that we may take this action. Warnings will be sent only by regular mail to the last address we have for you in our records. Tech CU will not suspend access to funds exempt from creditors' remedies generally, such as certain types of federal benefits, or to accounts subject to special tax treatment such as Individual Retirement Accounts and Health Savings Accounts.

## Telephone Contact Terms

Tech CU and any and all of our affiliates, employees, agents, assigns, service providers and joint marketing partners ("Tech CU Parties") may contact you at any telephone number you provide to any Tech CU Party at any time to adminis-

ter, service and collect amounts owed on any Tech CU account or loan on which you are owner, agent or obligor, and in some cases to inform you about financial products or services that may be of interest to you ("permitted communications"). Telephone numbers that Tech CU Parties may call for permitted communications include landline (wireline) numbers and wireless numbers. Wireless numbers include numbers associated with mobile telephones, cellular telephones, and other wireless devices. Methods by which Tech CU Parties may contact you include live representative calls or automated communications. Automated communications include pre-recorded/ artificial voice messages, use of automated dialing systems (robocalling), and/or text messages. Tech CU Parties will not use automated communications for marketing purposes. Permitted communications from Tech CU Parties may result in your incurring charges from your wireless service provider.

You agree not to provide any telephone number to any Tech CU Party unless you are the subscriber of that number or otherwise have permission to allow Tech CU Parties to call that number. You agree to notify Tech CU immediately if you cease to be a subscriber of, or cease to have permission to allow Tech CU to call, a number that you have previously given Tech CU. You agree to defend and hold Tech CU harmless from any claims or liability to which Tech CU becomes subject as a result of calling a number you have given to any Tech CU Party prior to your notice to a Tech CU Party that consent to call that number has been revoked.

You can revoke consent for Tech CU Parties to use automated communications to contact you for non-emergency purposes on wireless numbers. You can also revoke consent to live representative calls to wireless numbers for marketing purposes. Your consent may be revoked in person at a Tech CU office, in writing (by letter or email), by telephone or by any other reasonable means that informs the Tech CU Party that your consent is revoked. Your notice must provide sufficient information to enable Tech CU to implement the revocation, including your name, the account number(s) to which the revocation applies, and the wireless number(s) to which the revocation applies. Your revocation will not prohibit Tech CU Parties from either (a) contacting you using live representatives or automated communications (i) on a landline number for any purpose other than telemarketing and (ii) on a wireless number for purposes of notifying you of emergencies, fraud, identity theft, or data breach, or (b) contacting you on a wireless number using live representatives to administer, service and collect amounts owed on your Tech CU accounts.

You agree that at all times you have any open accounts or loans with Tech CU or are indebted to Tech CU in any amount, you will provide Tech CU with at least one valid telephone number at which Tech CU has permission to call you during normal business hours. Your failure to do so may result in your being deemed in breach of your Account and/or credit agreements with Tech CU and denied future Tech CU services.

## Membership Requirements

If you are within our field of membership, have no significant derogatory financial institution history, and satisfy our customer identification requirements, you can join the Credit Union by completing the signature card and depositing the required par minimum balance to a Membership Share Savings Account and/or meeting other membership requirements established by our Board of Directors consistent with the California Credit Union Law. Membership is for life, regardless of where you live or work, as long as you remain in good standing by meeting your obligations to the Credit Union. Your membership makes you a shareholder-owner of the Credit Union and entitles you to apply for all of our account and loan services. If you voluntarily terminate your membership and later wish to rejoin, you will need to reapply and Tech CU will determine your eligibility at that time.

Members are eligible to run for seats on the Tech CU Board of Directors and Supervisory Committee. Credit Union newsletters will notify members about upcoming elections.

Each individual or entity member has one vote in Credit Union elections, regardless of the number of membership numbers associated with accounts maintained by the member and regardless of the dollar amount of shares owned by the member.

We will not provide Credit Union services to any person who does not provide

us with a valid U.S. taxpayer identification number or an IRS exemption determination.

## Member Numbers

Each individual or entity joining Tech CU is assigned a unique member number. If a signature card includes one or more joint owners, all sub-accounts established under the assigned member number will have the same ownership combination. In addition, for privacy reasons, the borrowers on any loans established under the member number must be the same as the owners of the accounts established under the member number. (Non-borrowing guarantors on loans do not receive periodic statements and will only be entitled to receive information about loans they have agreed to pay.) Suffixes are added to the core member number to indicate account type, such as savings, checking, or certificate.

Certain types of accounts that enjoy special tax treatment, such as Individual Retirement Accounts (IRA) and Health Savings Accounts (HSA), can have only one owner. We will set up a separate member number for those accounts. Owners of these accounts must be Tech CU members.

If, after establishing sub-accounts under a member number, the ownership of any sub-account open under that number is changed in accordance with a procedure authorized by this Agreement or otherwise allowed by Tech CU, the ownership of all accounts under that member number will also change to the new ownership. Examples: If the sole owner of a Savings Account and a Checking Account maintained under the same member number adds a joint owner to the Savings Account, the joint owner will also be added to the Checking Account tied to that member number. If the joint owners of Savings, Checking, and Certificate Accounts maintained under the same member number ask that the Certificate Account be retitled under the name of a revocable trust they have established, title to the Savings and Checking Accounts under that member number will also be placed under the trust.

Fiduciary accounts (such as for trusts, conservatorships, or incapacitated recipients of government benefits) cannot have joint owners, but they can have more than one agent. For example, a trust instrument may name co-trustees, or a court order may name co-conservators. In some cases, usually by court order or agreement, an agent may be named to act on behalf of a fiduciary on a fiduciary account.

If a person has a current beneficial interest (meaning current ownership or entitlement to the benefit of the funds in the account) in a Tech CU account and that person becomes obligated to Tech CU, the account will be subject to Tech CU's Right of Offset whenever that person fails to meet a payment obligation to us, even if not all persons with current beneficial interests in the account are parties to the loan or account transaction that resulted in the debt. For example, if A and B own an account jointly, and B fails to pay an obligation incurred to the Credit Union solely by B, the funds in the account owned jointly by A and B are subject to Tech CU's Right of Offset. See "Our Right to Recover What You Owe Us" for more information about Tech CU's Right of Offset.

If you want accounts with different ownership combinations or loans with different obligor combinations, you should establish a separate member number for each combination. For example, if you want a Savings Account with your spouse but a Checking Account in your own name, open the Savings Account under one member number and the Checking Account under a different member number.

Even if you have more than one member number, you will only be permitted one vote in Credit Union elections.

## Meeting Your Obligations

You agree to comply with the terms of agreements governing the Tech CU services you receive.

You agree to be honest with us about your financial circumstances. You agree not to omit any material information from applications for Tech CU services. You agree not to request or use credit if you have reason to believe you will be unable to make the required payments.

You will not allow your accounts to fall below a zero balance. If you do inadvertently overdraw any Tech CU account or otherwise incur a negative balance and you do not have an Overdraft Plan in effect, you agree to restore any negative balance immediately upon our written or verbal demand.

You will be responsible for all items deposited to your accounts. If a deposited item is returned unpaid, the amount of the item plus the Returned Deposit Item fee shown on the current Consumer Schedule of Fees and Charges will be deducted from the account of deposit, and you will be responsible for immediately restoring any resulting negative balance.

Your failure to handle your checking account properly may result in our reporting you to consumer reporting agencies that monitor checking account abuse, and this report could adversely affect your ability to obtain checking services.

Your failure to meet loan obligations may be reported to consumer credit reporting agencies. This report could adversely affect your credit standing.

You agree that "Our Right to Recover What You Owe Us" applies to any amount you owe us that you do not pay according to your agreements with us.

## Your Responsibility for Reviewing Statements and Other Communications and Reporting Unauthorized Activity and Other Errors

Keep track of all deposit and withdrawal transactions on your accounts and all advances and payments on your loans. We will send you periodic statements covering all transactions on accounts and loans you maintain with Tech CU. If you have loans, a checking account or electronic funds transfer activity, you will receive a monthly statement; otherwise, we send statements quarterly. You agree that delivery of a periodic statement to the member on an account or loan constitutes delivery of the statement to all owners of the account and all obligors on the loan.

Promptly review and reconcile statements and other communications you receive from us and contact us if you have questions or concerns. Account activity can be monitored 24 hours a day via our free secure digital banking channels, which include Online and Mobile Banking, eAlerts for customizable notifications, and Call-24 Audio Response telephone banking services.

If you enroll in eDocuments, we will notify you by email when electronic statements and other communications and documents such as IRS information returns are available for retrieval on our secure website and you are responsible for collecting them. If you enroll in eDocuments, you are responsible for collecting your statements from our online banking portal and we will be deemed to have delivered them as soon as we notify you that they are available. We will have no liability or responsibility for communications that you do not retrieve or that are lost, damaged or misdelivered by the U.S. Postal Service or other third-party delivery service.

If you do not receive an expected statement, contact us promptly to request a copy and to ensure that we are sending statements to the correct address. eStatements can be retrieved in Online and Mobile Banking going back several months. The digital banking channel will tell you the exact number of months. If you have difficulty receiving eStatements or other eDocuments, contact us so that we can take the steps necessary to get your statements to you.

If you have a checking account or a credit line that allows you to write special checks to obtain loan advances, we do not send canceled checks with your periodic statement. However, we retain electronic copies of all checks you write for the period required by law and will provide check copies to you upon request. Refer to the Consumer Schedule of Fees and Charges for document copy fees.

Unauthorized Signature or Alterations on Checks: Keep track of all transactions you initiate on your accounts and credit lines. If you suspect that a check drawn on your Account or credit line was altered (such as by changing the payee name or the dollar amount of the check) or forged, notify us, in writing, within 30 days of the mailing or electronic delivery date of the statement on which the item first appeared. Tell us all the information requested under "WHAT TO TELL US

IN CASE OF ANY ERROR OR INQUIRY” at the end of this Agreement. If you do not tell us within 30 days (60 days in the case of a check written for an advance on a line of credit), we will not be responsible for the forged or altered item. We operate in an automated check-processing environment and it is not feasible for us to physically examine checks that clear. For this reason, we are, as allowed by law, altering the provisions of the Commercial Code regarding the amount of time you have to report forged or altered checks.

**Other Errors or Inquiries (Excluding Credit Lines and EFTs):** Notify us in writing within 30 days after we send you the first statement on which the error, unauthorized transaction or other problem or item about which you have a question appeared. Tell us all the information requested under “WHAT TO TELL US IN CASE OF ANY ERROR OR INQUIRY” at the end of this Agreement.

**Credit Lines and EFTs:** Rules governing claims of error or unauthorized use applicable to EFTs are found in the EFT section of this Agreement. For loans and lines of credit, please refer to the governing credit agreement or billing statement for specific rules regarding unauthorized use and billing error claims. Your periodic statements will also summarize error resolution procedures for loans and EFTs.

Your failure to notify us within the stated time frames may result in your sharing any loss with us or bearing the entire loss, depending on the circumstances.

We will investigate all claims and other inquiries. You agree to provide reasonable cooperation we lawfully request in connection with our investigation, including completing affidavits under penalty of perjury confirming your claim or filing a crime report with a law enforcement agency, if your claim relates to a forged, altered or otherwise unauthorized transaction.

If we correct any error or accept any responsibility for a transaction, our crediting your Account will result in an automatic assignment to us of the right to collect the transaction amount from anyone else who is responsible. In consideration for our crediting your Account, you agree to provide reasonable assistance that we or any subrogee of ours requests in pursuing a claim against the responsible party(ies).

Our liability for any errors or unauthorized transactions will be limited to the actual damages, which is the amount of the error or unauthorized transaction. We will not be liable for consequential damages such as alleged harm to your credit standing, unrealized profits, emotional distress, or punitive damages.

## **Change of Address**

You must promptly notify us of any change in your residence and mailing addresses. If you have elected to receive materials such as statements and disclosures from us electronically, you must promptly notify us of any change in your email address. If you do not promptly notify us of any change in your mailing address, we may charge locator service fees to your Account (see the current Consumer Schedule of Fees and Charges).

If the email we send you is returned undeliverable, we will resume sending communications to you by postal mail until we receive an updated email address for you. If you do not receive statements or other materials that you expect to receive from us on a regular basis, contact us immediately at a location indicated in the “HOW TO CONTACT US” section at the end of this Agreement to request copies of the materials you have missed. We will not be responsible for unauthorized transactions or other errors if you do not notify us within the time frames specified elsewhere in this Agreement.

We may take corrective action if we suspect identity theft. We will notify you before we close an account for suspected identity theft.

## **Record Retention**

We are not required to retain or provide to you or third parties any records on any account, loan or other activity you have with us beyond any time limit imposed by applicable law or regulation. We suggest that you retain agreements and disclosures governing the services you obtain from us, including any change-in-terms notices you receive, until you no longer have the related service.

## **Our Responsibility for Following Your Instructions**

We reserve the right to verify your identity by any reasonable means prior to acting upon instructions.

On accounts or loans with more than one authorized person, we can follow the instructions of any one authorized person. If a court orders that an account or loan be subject to multiple signature requirements, we reserve the right to close the affected account or loan due to our technical inability to honor such requirements. If we continue to make the account or loan available to you, you agree that you have sole responsibility to meet dual or multiple signature requirements and to defend and indemnify us from any liability or claims arising out of your failure to comply with multiple signature or similar requirements for joint authorization of transactions. We operate in an automated processing environment and cannot monitor compliance with multiple signature requirements imposed by third parties.

We will follow your instructions on your accounts and loans. Instructions may be provided orally or in writing. Oral instructions will be honored only after we have confirmed the identity of the person giving the instructions. Instructions received via secure electronic transmission, such as PIN-initiated ATM keypad or Online Banking instructions, are treated as written instructions.

We honor all valid court orders, legal process and powers of attorney that govern your accounts or loans. Valid court orders and legal process (such as valid subpoenas) will prevail over conflicting instructions from authorized persons.

We reserve the right to refuse to follow your instructions if (a) they are ambiguous, (b) we reasonably believe the instructions do not comply with applicable state or federal law, (c) an authorized person asks us not to allow transactions on an account or loan, (d) we receive conflicting instructions on accounts or loans with more than one authorized person, (e) we are unable to verify your identity, (f) we reasonably believe that following the instructions will cause the Credit Union a loss, or (g) any other lawful reason.

Once we have followed the instructions of an authorized person, we are relieved from liability to any owner of the related account or obligor on the related loan unless our following the instructions violates a court order to which we are subject or we have agreed in writing to freeze the account or loan. Any disputes regarding actions taken on the account or loan must be resolved between or among the parties to the account or loan.

You agree to defend, indemnify and hold us harmless from any claims, damages, losses, liability or expenses to which we become subject as a result of your violating court orders or agreements to which you are subject. For example, if a family court order directs you not to withdraw funds from a Tech CU account and you withdraw the funds contrary to the order, you will be responsible for any claims related to the withdrawal and you agree to defend and indemnify the Credit Union from any related claims.

We are not required to honor restrictive legends on items you write or endorse unless we have expressly agreed in writing to do so. For example, our negotiating a loan payment check on which you have written “payment in full” will not discharge your loan obligation unless either (a) we have agreed in writing that the payment will discharge your obligation or (b) the check actually pays your loan balance in full, including accrued interest and other charges.

You agree, at your sole expense, to defend, indemnify and hold us harmless from any claims, damages, losses, liability or expenses to which we become subject as a result of our following the instructions (including electronic instructions) of any authorized person.

## **Conflicting Demands/Disputes**

If there is any uncertainty regarding the ownership of an account or its funds, there are conflicting demands over its ownership or control, we are unable to determine any person's authority to give instructions, we are requested by Adult Protective Services or any similar state or local agency to freeze the account or reject a transaction due to the suspected financial abuse of an elder or dependent adult, or we believe a transaction may be fraudulent or may violate any law, we may, at our sole discretion: (a) freeze the account and refuse transactions until we receive written proof (in form and substance satisfactory

to us) of each person's right and authority over the account and its funds; (b) refuse transactions and return checks, marked "Refer to Maker" (or similar language); (c) require the signatures of all authorized persons for the withdrawal of funds, the closing of an account, or any change in the account regardless of the number of authorized persons on the account; (d) request instructions from a court of competent jurisdiction at your expense regarding the account or transactions; and/or (e) continue to honor checks and other instructions given to us by the persons who appear as authorized persons according to our records. The existence of the rights set forth above shall not impose an obligation on us to assert such rights or to deny a transaction. In no event will we be liable for any delay or refusal to follow instructions which occurs as a result of a dispute over the ownership or control of your account.

## **Our Right to Freeze or Block Accounts and Loans and Refuse to Follow Instructions**

In case of conflicting instructions, we reserve the right, but do not undertake the duty, to freeze funds in any account or refuse to make loan advances until we receive consistent written instructions from all authorized persons or a valid order from a court of competent jurisdiction.

We may block accounts or decline transactions consistent with requirements imposed by applicable laws, regulations, or government agency directives.

## **Prohibition on Illegal Activity**

You agree not to use any Tech CU products, devices, or services to conduct illegal transactions. We have the right to refuse to conduct transactions initiated on your accounts if we reasonably believe them to be illegal, such as illegal internet gambling transactions, but we have no obligation to determine the legality of transactions you initiate. You cannot use the actual or alleged illegality of authorized transactions as a defense to your obligation to pay amounts you become indebted to us as a result of those transactions.

## **Our Right of Recovery**

If you owe us money, whether on a loan, because an item you deposited was returned unpaid causing a negative account balance, or for any other reason, and you fail to pay what you owe us consistent with your agreement with us or upon our lawful written or oral demand, you agree that we can take any Tech CU shares in which you have a present beneficial interest (unless prohibited by law or the share agreement) to recover all or part of what you owe us without further notice to you. On joint accounts, our right of offset applies to all funds in the account if any owner of the account is in default on a payment obligation to us. We are not subject to agreements between or among joint owners regarding ownership of funds in joint accounts. If we exercise our rights under this provision, you agree that we are not electing a remedy or waiving our rights to take other lawful action to collect any amount you still owe us. This consent by you is in addition to any equitable right of offset or right we have to impress a lien on shares under the California Financial Code or other applicable law.

You agree to pay reasonable costs we incur in attempting to collect what you owe before we take legal action, such as repossession costs for example. If we or a third party acting on our behalf initiate legal action to collect an amount you owe us or damages we are entitled to under the law (such as statutory damages imposed for writing bad checks), you agree to pay our reasonable attorney's fees and costs of the legal action in addition to what you owe us. You will pay our attorney's fees whether the legal action we take is a collection lawsuit, a proceeding to protect our interests if you become a bankruptcy debtor, an appeal, a judicial or non-judicial foreclosure, or another type of legal action. If you demand that a collection action initiated by us be transferred to arbitration and the arbitrator rules in Tech CU's favor, you also agree to pay our arbitration fees.

To the full extent allowed by the law of your state of residence, collection costs will bear interest from the date incurred until paid at the contract rate (in the case of costs incurred to collect loans you have obtained from Tech CU) or the legal rate (in the case of collection costs incurred to collect other money you owe to Tech CU).

## **Suspension or Discontinuation of Services**

We can close accounts for any lawful business reason by sending you at least ten days' advance written notice at your last known address. Any closing of your accounts will not affect our handling of regular transactions prior to the notice,

provided that sufficient funds are available to handle them.

If your Tech CU services are terminated solely due to inactivity, you may reinstate your membership to active status by meeting minimum balance and activity requirements.

We can suspend or terminate borrowing privileges on credit lines consistent with applicable law by providing any notice required by law. Refer to your credit agreements for further details.

Reasons we can suspend or discontinue services, with or without notice, include but are not limited to (a) your failure to provide funds sufficient to cover your debit transactions, (b) your failure to keep loan payments current, (c) misuse of your accounts for check kiting, deposit of invalid items, or other unlawful purposes, (d) filing of a bankruptcy petition by or against you, (e) your failure to observe the conditions of any other agreement with us, (f) your failure to provide a valid U.S. taxpayer identification number or certificate of exemption, (g) our receipt of a notice from the Internal Revenue Service that the taxpayer identification number you have given us is not valid or that you are subject to backup withholding, (h) our receipt of notice from any governmental agency exercising its proper jurisdiction that continued provision of the service would be unsafe or unsound or violate a law or regulation to which we are subject, or (i) any reason listed under "Service Denial and Termination of Membership" below.

If we receive notice that the sole owner of an account is deceased, we will cease to honor transactions initiated on that account. We may, however, depending on the circumstances, honor disbursement instructions from any named pay-on-death beneficiary(ies), any person(s) appointed by a court as executor(s) or administrator(s) of the deceased owner's estate, or any person(s) claiming to be successor(s) of the deceased owner under laws governing administration of small estates.

If we receive notice that the sole owner of an account has been declared legally incompetent, we will cease to honor transactions initiated on that account, unless initiated by a person holding a valid power of attorney that includes power to transact on the account and survives the legal incompetence of the owner or a court-appointed conservator or guardian for the owner.

If we receive competing instructions from persons claiming an interest in the account of a deceased or incompetent owner, we may freeze the account until we receive consistent written instructions from all claimants or a court order directing disbursement of the account.

You may terminate your Credit Union services at any time by notifying us orally or in writing, depending on the type of request. Termination of Credit Union services by you or by us will not relieve you of any obligations incurred prior to termination. We may require you to maintain your membership with a minimum Membership Share Savings Account balance while you are paying off your outstanding obligations to us.

## **Service Denial and Termination of Membership**

We reserve the right to deny all services except the right to maintain a Membership Share Savings Account and to vote in Tech CU Board and Supervisory Committee elections, or restrict your access to Tech CU and/or Shared Branch premises if appropriate, if any of the following occur:

1. You fail to meet your obligations to Tech CU;
2. You fail to comply with applicable law or Tech CU's Bylaws and rules as amended from time to time;
3. You are convicted of a crime in connection with your business with Tech CU;
4. You are convicted of a crime of moral turpitude;
5. You cause Tech CU a loss in any way (including, but not limited to, loan charge-off, unreturned overdrafts, or bankruptcy); or
6. You fail to conduct your business with Tech CU (including at Shared Branch locations) in a civil and businesslike way. Violence, threats of violence, or harassment against Credit Union staff, volunteers, or other members, or behavior that unreasonably disrupts the ability of the Tech CU staff to provide prompt and attentive service to other members, will not be tolerated. Visibly intoxicated persons and persons carrying weapons (other than on-duty law enforcement personnel) are not permitted on Tech CU premises at any time. In addition, we may take any other lawful action we reasonably deem necessary under the circumstances to ensure Tech CU's



ability to provide a safe and harassment-free environment for our staff and members and equitable access to service for our members. You agree to pay any attorney's fees and court costs we incur to enforce our member conduct policy.

While we attempt to avoid making errors in determining your eligibility for membership, if we find that you gave us misleading information or that we made a mistake and admitted you to membership when you were not eligible, we will expel you and you will not be eligible for further Tech CU services.

We can also expel you from Tech CU if any circumstances that would permit us to deny services have arisen. In addition, we, in our sole discretion, reserve the right to terminate your membership or use of the Services for any reason or no reason and at any time.

We can place you on inactive status if you have no loans with us and do not have the minimum balance in a Membership Share Savings Account required to maintain membership or fail to comply with other minimum requirements that the Board may establish consistent with Tech CU's Bylaws and the California Credit Union Law. You may resign your membership at any time.

Neither termination of your membership by you or by us, nor our imposing our service denial policy, will relieve you of obligations that you incurred prior to termination of your membership or denial of services.

## Fees and Damages

Our current Consumer Schedule of Fees and Charges details our fees for general and account-related services and is incorporated into this Agreement by reference. To the extent fees related to default of your agreements with us exceed our actual direct and indirect costs, they are to be considered damages. If we receive valid legal process requiring us to provide records about your accounts or loans and the party requesting the information is not required by law to pay for our costs of providing the information, we will recover our costs of compliance by deducting them from any account in which you have available funds. If you do not have available funds, such costs will be subject to "Our Right to Recover What You Owe Us."

Fees may be added or changed by legally required notice to you.

## Privacy and Disclosure of Information

**Identification:** We reserve the right to verify your identity by any reasonable means before providing information to you.

**Written permission, legal mandates, operational requirements:** Tech CU does not generally release personal or financial information about members or authorized persons on member accounts or loans to third parties. However, notwithstanding any other provision of this Agreement or our published Consumer Privacy Policy, Tech CU will disclose information about you and your accounts and loans to third parties (1) as allowed by the authenticated written permission of any currently authorized person on the account or loan, (2) as required by law, such as in response to properly issued subpoenas or court orders, or (3) to conduct our business, comply with laws and regulations applicable to Tech CU, and process your transactions. Examples of situations in which we release information to third parties to conduct our business include disclosure of loan and account performance to consumer reporting agencies, enforcement of obligations to Tech CU, and investigation of unauthorized activity claims. Please consult the Tech CU Consumer Privacy Policy for more information.

**California Consumer Privacy Act:** Information that Tech CU collects about California resident consumers is generally covered by federal or state financial information privacy laws. To the extent such information is covered by financial information privacy laws, it is exempt from the California Consumer Privacy Act. However, if Tech CU does collect information about California resident consumers that is not subject to federal or state financial information privacy laws, Tech CU will provide required disclosures at the point of collection. Tech CU never sells information about our consumers to third parties.

**Family Accounts:** For convenience, Tech CU offers a Family Account service that enables an authorized person on an account under one core member number to deposit funds to and review activity on an account owned by or maintained for the benefit of another family member held under a different core member number, typically a minor or full-time higher education student. If accounts are established as Family Accounts, any authorized person on the account from which transfers can be made will be able to make in-person or electronic transfer deposits to and review activity on the fund-receiving account using digital banking services, but

will not be able to make withdrawals from or otherwise transfer funds out of the fund-receiving account. Authorized persons on the fund-receiving account will not be able to review or conduct any activity on the account out of which transfers can be made, but will be able to see deposit activity on the fund-receiving account using digital services and periodic statements. Tech CU's Family Account service is offered in accordance with the requirements of the Children's Online Privacy Protection Act.

**Bundled Statements:** Some sub-accounts under a member number may not have identical owners or obligors. For example, a member might have a savings and checking account with a joint owner but an IRA under the member's name only. We "bundle" periodic statements for most of our services, meaning that a single statement covers multiple accounts and loans maintained under the core member number. Bundled statements are addressed to the member and first joint owner of the Membership Share Savings Account required to maintain membership (or if another means of maintaining Tech CU membership is permitted, to the member and the first joint owner or obligor on the qualifying service). The member and all other owners of accounts maintained under the member number and all other obligors on loans maintained under the member number consent to the delivery of bundled statements, even though this may result in release of information about an account or loan to which the addressee is not a party.

**Beneficial Owners:** Tech CU will release information about accounts to present beneficial owners of those accounts, even if the beneficial owner is not currently an authorized person. Examples of present beneficial owners would include present non-trustee trust beneficiaries, minor beneficiaries of Uniform Transfers to Minors Act accounts, or beneficiaries of representative payee accounts for payment of benefits such as Social Security disability benefits.

**Pay-on-Death and other Contingent Beneficiaries:** Tech CU does not release information about accounts to pay-on-death beneficiaries until the deaths of all owners entitle the pay-on-death beneficiaries to the funds in the account. Tech CU does not release information about accounts to other contingent beneficiaries of funds in accounts, such as individuals who are to receive any assets remaining in a trust at the death of all current beneficiaries of the trust.

**Former Owners and Obligor:** Tech CU will provide a former owner or obligor information about activity on the account he or she owned or the loan on which he or she was obligated that took place while he or she was an obligor or owner. For example, assume that A adds B as a joint owner of A's accounts on January 1, 2012, and B is deleted as a joint owner of A's accounts on December 31, 2013. Tech CU will release B information about activity on A's account that took place from January 1, 2012, through December 31, 2013, without A's permission. If B wants information about activity that occurred prior to January 1, 2012, or after December 31, 2013, Tech CU would release that information only with A's authenticated written permission or valid legal process such as a subpoena or court order.

**Costs and Fees Associated with Information Requests:** Any party who requests information about an account or loan must pay applicable research and copying costs unless waived by Tech CU.

## Backup Withholding

Tech CU has the right to withhold amounts required by state or federal tax laws from your withdrawals if you or the Internal Revenue Service advises us that you are subject to backup withholding or if you fail to certify your correct Social Security/taxpayer identification number on a form designated by us. You are responsible for providing Tech CU with the correct Social Security/taxpayer identification number on all accounts you open with us. We have no duty of further inquiry as to the number(s) you provide, but we will not open or maintain accounts without Social Security/taxpayer identification numbers (or notice that a number has been applied for or you are eligible for a waiver).

## Tax Reporting

We comply with the Internal Revenue Code, IRS regulations, and state law in reporting your earnings on dividend-bearing shares, your interest payments on certain types of loans, discharges of debt, and payment of miscellaneous income. Our compliance with IRS reporting requirements does not constitute tax advice.

## Conflicting Terms

To the extent any other Tech CU account or membership agreement or disclosure with a more recent effective date than this Agreement is inconsistent with this Agreement, the more recent document shall prevail.

## Waiver and Modification

We can fail to exercise one or more rights we may have under this or any other

agreement we have with you on one or more occasions without such failure being deemed a waiver of any right and without altering the terms of any agreement with you.

Subject to and consistent with any limits imposed by law, we can modify any of our agreements with you by giving notice required by law and allowing you an opportunity to avoid the changes by satisfying any outstanding obligation you have to us and discontinuing the related service. "Modify" may include changing existing terms, adding new terms, or deleting terms. Any modification of the terms of an obligation you have to us (such as the extension of a loan term) will be valid only if (1) made pursuant to a written Credit Union change in terms notice, (2) made in writing and signed by an authorized Credit Union agent, or (3) made by a court order in an action to which we are a party. No employee, official or other actual or apparent agent of Tech CU is authorized to change terms of your agreements with Tech CU orally. We are not subject to court orders in actions to which we are not a party, such as divorce decrees.

Documents such as sales receipts that you receive from third parties when you initiate transactions using Tech CU-issued devices (normally checks, credit cards, debit cards, or ATM cards) may have terms printed on them. Those printed terms will not affect your agreements with us.

Change-in-terms notices may appear in Tech CU newsletters, periodic statements, or separate notices we send you, as long as the timing and format of such notices meet legal requirements.

## Notices

You can send us any written notices regarding your accounts or loans by writing to our main office, Technology Credit Union, P.O. Box 1409, San Jose, CA 95109-1409 or 2010 North First Street, San Jose, CA 95131. If we change our contact information for delivery of notices, we will notify you. We are not required to honor notices from you that are inconsistent with your agreements with us or that appear to be inauthentic. Certain types of notices, such as change of address notices, may be subject to verification for security or other business reasons. We reserve the right to refuse to honor written notices to close accounts, withdraw funds or other written transaction requests that could cause Tech CU a loss until we authenticate the instructions consistent with our security procedures.

We can send you periodic statements and other communications by mailing them to your last address in our records or by sending them to you electronically, if you have agreed to receive statements and other communications from us electronically. Notices that we send to you will be binding upon mailing or electronic delivery or after the passage of any time required by applicable law or regulation, whichever is later. Notices and statements mailed to you by first-class U.S. mail are presumed to be received five business days after mailing if you live in California, or ten business days after mailing if you live outside California. Unless we receive a delivery failure notice, any notice we send you by email that indicates statements or other communications are available for pick-up within our digital banking channels will be presumed to have been received by you upon transmission.

Statements for Credit Union services are generally mailed to the member whose number is associated with the service and addressed to the member and the first joint owner, if any, of that member's Membership Share Savings Account. Unless otherwise required by law, our sending a statement or other communication by us to any owner of an account or obligor on a loan will constitute delivery of the statement or other communication to all owners, agents or obligors.

If any mailed statements or other documents are returned to us by the U.S. Postal Service as undeliverable, we are authorized to destroy them. We will retain the capacity to provide copies of statements and other communications to you for any maximum time prescribed by law.

## General Provisions

If any provision of this Agreement is adjudicated to be void, voidable or unenforceable, it will be deemed amended to the extent necessary to render the provision enforceable consistent with its intent. If the provision cannot be so amended, it will be deemed deleted and the remaining provisions will continue in effect.

## TECH CU ACCOUNTS

### Federal Account Insurance

Your Tech CU accounts are federally insured by the National Credit Union Administration, a U.S. Government agency. For more information, please contact a Tech CU representative or refer to the account insurance publications available on the NCUA website, [www.ncua.gov](http://www.ncua.gov).

### Ownership of Accounts

A member owns all accounts established under his or her member number. An account on which only the member is an owner is called an individual account.

Accounts may, unless prohibited for the account type, have more than one owner. Such accounts are called joint accounts. At least one owner of each Credit Union account must be a member. On any joint account, each owner owns all funds in the account, including paid dividends, with right of survivorship. "Right of survivorship" means that when one owner dies, the funds are automatically owned by any remaining owner(s) of the account. We do not allow other forms of account ownership, such as community property or tenancy in common. We are not subject to agreements between or among account owners of joint accounts as to entitlement to the funds. Any dispute among owners of joint accounts regarding entitlement to funds must be resolved among the owners without our involvement.

Each owner of a Credit Union account will be subject to review of his or her financial institution history and must satisfy our Customer Identification Program requirements. Non-owner authorized persons such as attorneys-in-fact and custodians under the Uniform Transfers to Minors Act must also satisfy our Customer Identification Program requirements.

Any authorized person may deposit or withdraw any amount in any account on which he or she is authorized. Once any authorized person withdraws funds from an account, the right of all other owners to the withdrawn funds terminates.

Once funds are deposited to a joint account, they become subject to joint ownership with right of survivorship.

Any owner may pledge funds in his or her account as security for a loan, unless the account is prohibited from being pledged. For example, checking accounts and IRAs may not be pledged as security for loans.

If any owner becomes indebted to us and does not meet his or her payment obligation, funds in any account of which he or she is an owner will be subject to our Right of Offset (see "Our Right to Recover What You Owe Us").

Owners may, if they wish, designate pay-on-death beneficiaries ("POD beneficiaries") on most Tech CU consumer accounts. POD beneficiaries are not allowed on fiduciary accounts. All accounts under the same core member number will have the same POD beneficiary designation.

Under the laws of some states, a married person may open an account with joint owners or POD beneficiaries other than his or her spouse without the consent of his or her spouse. The person opening the account is responsible for complying with state laws regarding spousal consent and Tech CU will have no duty to investigate. At the death of a married person, a non-owner surviving spouse may assert claims against funds in the account that could affect surviving owners' or POD beneficiaries' claims to the funds.

If the member on a joint account dies and the surviving owner is not a member, the surviving owner must close the account. If the surviving owner is a member, is eligible to join and becomes a member, or is a joint owner of accounts with another Tech CU member, the surviving owner may transfer the funds to another Tech CU account on which he or she is the member or a joint owner. However, an account may not remain open when the member whose member number is on that account dies.

If a non-member owner of a joint account dies, the surviving member may keep the account open.

If an account names no POD beneficiaries, funds pass at the owner's death to that person's estate.

On an individual account with a POD beneficiary, at the death of the member, funds in the account pass, outside of any probate, will or trust of the member, to the POD beneficiaries, in equal shares unless the Signature Card specifies a different percentage. On joint accounts with POD beneficiaries where the last surviving owner is the member, funds will pass at the death of the member to the designated POD beneficiaries in equal shares unless the Signature Card specifies a different percentage. On joint accounts with POD beneficiaries where the member dies prior to the other owner(s), the preceding paragraph requiring transfer of the funds to another account of the joint owner or closing of the account will apply and the contingent right of the POD beneficiaries to the funds in the closed account will terminate.

Until the death of all owners, POD beneficiaries have no right to or interest in the funds in accounts on which they are designated. Funds will not be disbursed to any POD beneficiary until the POD beneficiary has been identified and subject to screening required by law, such as screening against lists maintained by the federal Office of Foreign Assets Control. To change the ownership or POD beneficiaries on accounts other than as the result of the death of an owner, an updated Signature Card reflecting the desired changes must be signed by all current owners and any new owners. Any new owner must satisfy our financial review and Customer Identification Program requirements. In general, a non-owner fiduciary such as an attorney-in-fact cannot change the ownership or POD beneficiary designations on accounts unless the document appointing them expressly grants that authority.

To remove any owner of an account, either (1) all current owners, including the owner to be removed, must consent in writing to the change, or (2) an authorized person must close the account and reopen it under a new member number. Non-member owners cannot close and then reopen Tech CU accounts under a new member number unless they are eligible, apply and are approved for membership.

The most recent signature card on file with us will govern ownership and POD beneficiaries on your account(s) under that member number. For example, if your original signature card designated a POD beneficiary but your most recently updated signature card does not name a POD beneficiary, we will assume that you want any remaining funds to pass to your estate at your death.

You can ask us about ownership and POD beneficiary status of your accounts at any time.

Although funds transfer automatically at death to any designated POD beneficiaries, a representative of a deceased owner's estate will be entitled to information about transactions on the account prior to the owner's death, including the account balance at the time of death, the identity of POD beneficiaries, and amounts disbursed to POD beneficiaries.

Any disputes among owners, POD beneficiaries or third parties regarding rights to funds in your accounts must be resolved among the claimants without our involvement. Upon request by any owner or agent on an account, we will freeze funds in the account until we receive consistent written instructions from all owners and agents regarding disposition of funds in the account.

## **FIDUCIARY ACCOUNTS**

### **General Information and Provisions of Fiduciary Accounts**

Fiduciary accounts require separate applications and may be subject to additional documentation requirements. For more information about fiduciary accounts, please ask a Credit Union representative.

The following fiduciary accounts may be established:

1. A revocable trust account where the member retains the power to revoke the trust or where the member is the beneficiary;
2. A conservatorship account where the member is the conservatee;
3. A guardianship account;
4. A Coogan Trust where the member is the minor (available in California only);
5. A Uniform Transfers to Minors Act account where the member is the minor beneficiary; or
6. A Social Security or Veterans Affairs benefits representative payee account where the member is the beneficiary.

For security reasons, we generally do not permit fiduciaries to establish Tech CU membership on behalf of incapacitated adults who were not members prior to establishment of the fiduciary relationship. Parents or legal guardians may be permitted to establish membership on behalf of their minor children, either through a joint account with the minor child as a member, a guardianship account, or an UTMA account.

You should request separate member numbers if you wish to hold some accounts in a fiduciary capacity and others in a non-fiduciary capacity. For example, some individuals with revocable trusts prefer to maintain their checking accounts outside their trusts.

If an owner appoints an attorney-in-fact using a valid power of attorney, that attorney-in-fact will, upon request to us, be added to the owner's account(s) with the designation "POA," consistent with the powers enumerated in the power of attorney document. Unless the power of attorney limits the attorney-in-fact to specific transactions that we can monitor, the attorney-in-fact will be able to conduct all transactions on the account that the owner can conduct. The attorney-in-fact will not, however, acquire an ownership interest in the account. Appointment of an attorney-in-fact will not relinquish any owner's control of the account, unless both (a) the power of attorney document states on its face that it will continue after or has come into effect as a result of the owner's legal incapacity and (b) we receive documentation specified in the power of attorney confirming the owner's legal incapacity.

A fiduciary who is already a member may establish fiduciary accounts where he or she is also the beneficiary of the fiduciary relationship (common with revocable trusts) without reapplying for membership.

All fiduciary accounts are subject to Customer Identification Policy requirements.

Other than accounts with POAs, on which both the owner(s) and the fiduciary retain control unless otherwise stated in the POA documents, fiduciary accounts will be subject to the control of the persons named as current fiduciaries under the governing trust agreement or court order. In general, more than one person can act as fiduciary at the same time, though this is prohibited on UTMA accounts.

We cannot and do not monitor compliance with express or implied multiple signature requirements in trust agreements, powers of attorney, court orders or similar documents. Any fiduciary(ies) are responsible for complying with multiple signature requirements and expressly agree to defend, indemnify and hold Tech CU and all Tech CU officers, directors, employees and agents harmless from any claims, damages, losses, liability or expenses resulting from non-compliance with multiple signature requirements.

We reserve the right to refuse to open fiduciary accounts if we have reason to believe we will be unable to comply with requirements imposed by court orders or other documents establishing the fiduciary relationship.

Fiduciaries agree to comply with all terms of all Tech CU agreements governing services provided to them in their fiduciary capacity and to the beneficiaries of their fiduciary relationships.

Fiduciaries agree to defend, indemnify and hold Tech CU and all Tech CU officers, directors, employees and agents harmless from any claims, damages, losses, liability or expenses resulting from the manner in which they handle the proceeds of fiduciary accounts, unless we fail to comply accurately with instructions provided by fiduciaries. If we do fail to comply accurately with instructions of fiduciaries, our liability will be limited to actual damages not to exceed the amount of the transaction. We do not act as a fiduciary or monitor fiduciaries' compliance with their legal duties to the beneficiaries of fiduciary relationships.

Overdraft Plans are available on some fiduciary accounts; ask for details. Standard Overdraft Practices are available only on revocable trust accounts.

### **Terms Specific to Uniform Transfers to Minors Act Accounts**

To open a Uniform Transfers to Minors Act (UTMA) Account, a special UTMA Account Card and Agreement ("UTMA Agreement") must be completed. The person making the gift to the minor is called "Transferor." In some cases

(such as when a court awards money to a minor) an UTMA may be established without a Transferor. The application must designate a First Custodian to handle the funds for the minor's benefit. The First Custodian may be the Transferor or another adult. A Successor Custodian is permitted but not required to be named on the UTMA Agreement. The First Custodian named on the UTMA Agreement and (if any) Successor Custodian agree that the Uniform Transfers to Minors Act account will be subject to the following terms and conditions in addition to other provisions in this Agreement that apply to the type(s) of account(s) opened. The term "Current Custodian" refers to the Custodian who is acting as Custodian at any time the UTMA account is open. The term "UTMA Beneficiary" refers to the minor to whom the gift is made.

1. The Current Custodian will hold all of the proceeds in the UTMA account, including dividends and subsequent additions to the account, in accordance to the UTMA for the UTMA Beneficiary. Any funds placed in the account shall be an immediate irrevocable gift to the UTMA Beneficiary.
2. Only one custodian (the Current Custodian) is permitted on the account and, even then, only until the UTMA Beneficiary reaches the age specified on the UTMA Agreement. The Current Custodian shall be (i) the First Custodian signing the UTMA Agreement (the "Custodian") or, if the Custodian resigns, dies, or becomes incapacitated before the UTMA Beneficiary reaches the termination age specified in the account, (ii) (aa) the Successor Custodian designated by the Transferor, or, if the Transferor named no Successor Custodian (bb) the Successor Custodian designated by the First Custodian, or (cc) if no Successor Custodian has been designated by the First Custodian, the Successor Custodian designated according to the UTMA. The UTMA allows appointment of Successor Custodians in the absence of a designation by the Transferor or the Current Custodian, as follows: If the UTMA Beneficiary is at least 14 years old, the UTMA Beneficiary may name a parent, a family member, a court-appointed guardian, or a trust company as Successor Custodian. If the UTMA Beneficiary is under 14 or fails to designate a Successor Custodian within 60 days of the death, resignation or incapacity of the last designated Custodian, the UTMA Beneficiary's parent or court-appointed guardian will generally become custodian. If the UTMA Beneficiary has no parent or court-appointed guardian, an interested party (such as the Transferor or an adult relative of the UTMA Beneficiary) may petition the court to appoint a new Custodian.
3. Only the Current Custodian can withdraw funds from the account and, even then, solely on behalf of the UTMA Beneficiary. If the account is established by court order indicating that no withdrawals shall be made until the UTMA Beneficiary reaches a specific age unless the court later orders otherwise, a copy of the court's order must be provided to the Credit Union, and the Current Custodian agrees to comply with the terms of the court order. The Current Custodian agrees to defend, indemnify and hold the Credit Union harmless from any claim or liability to any person as a result of any alleged or actual improper withdrawal from the account or other failure to comply with the order of a court regarding the account.
4. The Current Custodian may at any time change the designation of Successor Custodian by notifying the Credit Union and completing any documentation required by the Credit Union.
5. The Current Custodian agrees to expend for the exclusive benefit of the UTMA Beneficiary as much of the funds in the account as the Current Custodian, in his or her sole discretion, finds advisable for the support, maintenance, education and benefit of the UTMA Beneficiary, without regard to the duty or ability of anyone to support the UTMA Beneficiary and without regard to any resources which might be available for such support.
6. The account shall terminate automatically when the UTMA Beneficiary reaches the age specified in the UTMA Agreement. The age election made when the account is established is irrevocable and is governed by the UTMA. When the account terminates, (i) the Current Custodian agrees to execute any document(s) required by the Credit Union to release the funds to the UTMA Beneficiary, and (ii) the UTMA Beneficiary must direct the Credit Union in writing as to the disposition of the funds. If the Current Custodian fails to release the funds to the UTMA Beneficiary upon the UTMA Beneficiary reaching the designated age, the Credit Union may follow the instructions of the UTMA Beneficiary with respect to disposition of the funds and will have no liability to the Current Custodian for doing so.
7. The age specified for termination of the account must be either eighteen (18) or twenty-one (21), unless the account arose because of a transfer of funds by a will, trust or exercise of a power of appointment. If the account arose because of a transfer of funds by a will, trust or exercise of a power of appointment, then prior to or upon signing the UTMA Agreement, the Custodian must provide

the Credit Union with a copy of the document specifying the age of the UTMA Beneficiary when the account will terminate, and the Custodian must indicate the termination age on the UTMA Agreement. In no event will an UTMA account continue beyond the UTMA Beneficiary's reaching any age specified by the UTMA.

8. If the UTMA Beneficiary dies before reaching the age specified in the UTMA Agreement, the funds shall be a part of the estate of the UTMA Beneficiary and distributed in conformity with the law. The Current Custodian agrees not to withdraw funds from the account following the death of the UTMA Beneficiary unless court approval for distribution of the account to the UTMA Beneficiary's estate has been obtained and a copy of the court's approval provided to the Credit Union.
9. The Current Custodian waives the right to compensation for serving as custodian of the account.
10. All transactions respecting the account shall be governed by the terms of this Member Agreement as well as the UTMA and other applicable laws.
11. The Current Custodian agrees to defend, indemnify and hold the Credit Union harmless from any suits or liability directly or indirectly resulting from the Credit Union's handling of the account consistent with written instructions of the Current Custodian.
12. The Credit Union has the right to refuse to honor the Current Custodian's instructions if they are uncertain, the signature appears not to be authentic, or the Credit Union has other reason to believe that complying with the instructions may cause the Credit Union a loss. In such event, the Credit Union shall notify the Current Custodian of that fact in writing.

## Escheat/Unclaimed Property

In general, if for three years (or the period called for by your state law if the address we have for you in our records is outside California), you initiate no communication with us, you do not log into Digital Banking, and there is no activity on any Tech CU account of yours other than posting of dividends and deduction of fees, any account balances you have will be deemed abandoned and subject to forfeiture to your state of residence in our records. We will mail you notice required by applicable law that your funds will be subject to escheatment if you do not contact us, log into Online or Mobile Banking, or transact on your account.

## Deposits, Withdrawals, Payments and Transfers

### 1. Deposit Channels

Deposits to your Tech CU accounts can be made through a variety of channels, including, but not limited to (a) via Automated Clearing House (ACH) credit entry (such as direct deposit of all or a portion of your net pay or state or federal benefits), (b) at some Tech CU and CO-OP Network ATMs, (c) by mail, (d) in person at Tech CU Branches and CU Service Centers®, (e) by wire transfer, (f) by third parties whom you have authorized to electronically transfer funds to your Tech CU accounts, including via transfer from their Tech CU accounts to your Tech CU accounts, and (g) by Mobile Deposit if you qualify. Tech CU may make additional deposit channels available in the future.

### 2. Endorsement of Deposit Items:

**Items Payable to You Alone:** We can accept these items for deposit to any share account of which you are the owner in our records, whether or not you have endorsed the item, and whether the account to which it is deposited is shown on our records as a joint account or single-owner account.

**Items Payable to You or One or More Other Persons:** We can accept these items for deposit to any share account of which any payee is an owner in our records, whether or not any of the payees have endorsed the item and whether the account to which the item is deposited is shown on our records as a joint account or a single-owner account. We interpret the mark "/" or any other ambiguity with respect to the drawer's intention regarding joint payees as "or."

**Items Payable to You and One or More Other Persons:** We can accept these items for deposit to any share account on which all payees are joint owners in our records, whether or not all payees have endorsed the item. We can also, if all payees have endorsed the item, deposit the item to any account of which any one of the payees is an owner. We also reserve the right (but do not undertake the obligation) to refuse for deposit any item payable to you and one or more other persons if (a) any endorsement is

missing, (b) any endorser has not been identified to us to our reasonable satisfaction, (c) the item is endorsed for a deposit to an account on which not all payees are joint owners, or (d) the check bears a restrictive legend such as "all payee endorsements required." However, as long as we deposit the item into an account of which at least one payee is an owner, that payee agrees to defend, indemnify and hold us harmless from any claims resulting from our accepting the item for deposit, including but not limited to claims that we failed to honor a restrictive legend on the item or claims to ownership of the funds that other payees of the item assert against us.

**Items Not Payable to You:** If a check or other item is not payable to you but has been endorsed over to you by a third-party payee, we reserve the right to refuse to accept the item for deposit to your share account or to require that the third-party payee's financial institution guarantee the third party's endorsement. These "third party checks" cannot be deposited using Tech CU's ATM or mobile deposit Service. If you deposit an item that is not payable to you or endorsed to you by the payee, you agree to defend, indemnify, and hold us harmless from any claims or losses we incur, and you may be subject to civil suit or criminal prosecution.

Checks deposited via Mobile Deposit require payee's signature who is also the accountholder where check is being deposited to and words "For Mobile Deposit at Tech CU" underneath. We reserve the right to reject your deposit if it does not contain the above endorsement.

We have the right, but not the obligation, to refuse to accept for deposit items payable to you but not endorsed by you. We reserve the right to refuse to accept any item for deposit if we reasonably believe that doing so will cause us a loss or for any other lawful reason.

### 3. Deposit Restrictions:

We impose no limit on the dollar amount of deposits you may make on any type of account except Certificate Accounts (refer to the Truth in Savings Account Disclosure). Federal tax laws limit amounts that may be deposited to IRAs and similar special purpose accounts that enjoy favored federal tax treatment; consult a tax advisor. We do not give advice about potential tax implications or penalties that could result from your deposits to tax-favored accounts.

We can refuse to accept for deposit checks or other items that are stale dated (more than six months old), lack proper endorsements, appear to have been altered, or are not made payable to you. However, we have no obligation to refuse items presented for deposit to your accounts and will not be liable to you for accepting items presented for deposit to your accounts.

### 4. Your Responsibility for Deposits:

You agree to deposit only items that are properly payable to you and endorsed by you. When you deposit a check or other non-cash item, you warrant to us that you are entitled to enforce the item and you have no actual knowledge or reason to believe that the item has been subject to any forgery or alteration.

Our allowing your withdrawal of funds from a deposited item is not a representation or warranty by Tech CU that the deposited item will be paid by the institution upon which it was drawn. Any statement by our staff to that effect should be interpreted as a guess or estimate only. Our staff does not have sufficient information or expertise to determine whether items drawn on other financial institutions are authentic or will be paid. If you have questions about whether an item you want to deposit to a Tech CU account will be paid, you should ask the institution upon which the item is drawn.

You agree to defend, indemnify and hold us harmless from any claims, damages, losses, liabilities or expenses ("loss") to which we become subject as a result of our allowing either the deposit of an item to your Account or the authorized withdrawal of funds from your Account, except to the extent the loss was the result of our negligence or intentional wrongdoing. You acknowledge that we operate in an automated processing environment and, as a convenience to you, accept items for deposit through a variety of channels such as ATMs and Mobile Deposit that do not involve our physical examination of deposited items. You agree that our failure to physically examine items deposited to your Accounts does not in itself constitute negligence.

If we receive an erroneous deposit, such as a duplicate direct deposit of net pay or a direct deposit of Social Security benefits after the payee's death, you agree that we can return the erroneous deposit to the payer without advance notice to you and deduct the deposit amount from the account balance.

If a non-cash item deposited to your account is lawfully returned unpaid by the institution on which it was drawn, or an electronic or wire transfer deposit to your account is lawfully reclaimed by the sender, you agree that we can return the amount of the deposit to the paying financial institution and deduct the amount from your account balance.

You waive protest and notice of dishonor for deposited items that are returned unpaid and for deposits that are reversed. However, we will attempt to notify you of reversed deposits as soon as practicable.

If any negative balance results from our lawful return or reversal of a deposit to your account, you agree to immediately make a deposit sufficient to restore the negative balance upon our demand. Your failure to do so will be deemed a material default in your financial obligations to Tech CU, and you agree that "Our Right to Recover What You Owe Us" will apply.

### 5. Withdrawals:

Withdrawals from Tech CU accounts can be made (a) using your Tech CU ATM Card or Tech CU VISA® Debit Card at Tech CU ATMs or other ATMs displaying logos of networks in which we participate, (b) by cash-back request as part of a merchant point-of-sale purchase at a Point-of-Sale (POS) terminal displaying a logo of a network in which we participate, (c) by a Tech CU Debit Card at participating VISA® merchants and other institutions that honor the Debit Card for cash advance transactions, and (d) in person at Tech CU locations and at participating CU Service Center® locations. We may make other withdrawal methods available in the future.

### 6. Payments to Merchants and Other Third Parties:

Payments from your Tech CU accounts to third parties can be made in a variety of ways, including but not limited to (a) by writing a check on your Tech CU checking account, (b) by giving your Tech CU ATM card to a merchant for a PIN-based point-of-sale transaction using a terminal on a network in which we participate, (c) by giving your Tech CU VISA® Debit Card to a participating merchant for a PIN- or signature-based point-of-sale purchase transaction, (d) by giving a merchant or other payee, such as a utility company, your VISA® Debit Card number (and in some cases, expiration date and security code) online, over the phone, or in writing and authorizing them to initiate a one-time or recurring purchase or payment entry, (e) via the Bill Payment and member-to-member account transfer features available through Tech CU Digital Banking, (f) via one-time or recurring ACH debit entry authorized by you in writing, either with Tech CU or the payment recipient, (g) via wire transfer, (h) via digital wallet services we make available, such as Apple Pay®, using Mobile Banking, or (i) by a Tech CU official check payable to a third party. We may make other payment methods available in the future.

### 7. Transfers:

You can transfer funds among your own Tech CU accounts (a) in person at a Tech CU or CU Service Center® location, (b) by authenticated telephone request to a Tech CU staff member, (c) by using your Tech CU ATM or VISA® Debit Card at Tech CU ATMs and some third-party ATMs on networks in which we participate, or (d) by using Call-24 or Digital Banking. We may make other transfer methods available in the future.

### 8. Limits on Withdrawals:

In this section, "withdrawal" includes withdrawals, payments and transfers out of any account, and "non-transaction account" includes Savings, Insured Investment and Money Market Accounts.

All withdrawals (including payments and outgoing transfers) are limited to the funds available in the account from which the withdrawal is initiated. On Checking Accounts only, overdraft protection from Overdraft Plans or Standard Overdraft Practices (see below) may be available.

You can initiate as many withdrawals as you wish out of your Tech CU Checking Account as long as you have available funds in the Checking Account or funds

or credit available through an Overdraft Plan available to cover them. We reserve the right to require seven days' advance notice before permitting you to withdraw funds from any account other than a Checking Account.

The Truth in Savings Disclosure you receive at account opening will tell you withdrawal rules on Certificate Accounts. Accounts subject to special tax treatment such as IRAs may be subject to tax penalties for early or excessive withdrawals; consult a tax advisor for more information. You agree to comply with, and to defend, indemnify and hold Tech CU harmless from, any claims, damages, losses, liability or expenses arising out of your failure to comply with withdrawal restrictions imposed by any court order or third-party agreement (such as a marital property agreement) governing accounts you maintain with Tech CU.

If applicable law subjects a transaction to blocking or prohibits the transaction, the transaction may not occur, or the funds associated with the transaction may be held and unavailable to you or other parties to the transaction. Transaction screening may delay transaction processing or availability of anticipated deposits. You agree that Tech CU will have no liability to you as a result of blocking or prohibition of transactions or delayed completion of transactions or availability of funds, if Tech CU in good faith determines the delay to be necessary to comply with applicable law and regulation or mitigate risk of loss.

Tech CU may impose cash withdrawal limits at our reasonable discretion.

### **Minimum Balance Requirements**

To continue as a member in good standing, you must maintain any minimum balance specified in our Bylaws in a Membership Share Savings Account or other type of account that we specify. Our Board may authorize other means of establishing and maintaining membership from time to time consistent with applicable law and regulations. If for any reason your balance drops below the required amount, your Tech CU membership may change to inactive status. If this happens, we can suspend access to any open-end credit line you have, and you will not be eligible to apply for other Tech CU services until the required minimum balance is restored. See our current Truth in Savings Account Disclosure and Consumer Schedule of Fees and Charges for required minimum balances to maintain your membership in good standing, open the accounts Tech CU offers, avoid fees, and earn dividends.

### **Closing Accounts**

We have the right to close any account of yours for any lawful business reason on 10 days' written notice to you at your last known address. Any termination of your account will not affect our handling of regular transactions prior to the notice, provided that sufficient funds are on deposit to handle them. Accounts in which there is no activity for 90 days with an account balance of less than \$100 may be closed at Tech CU's discretion.

You can close your accounts and terminate your Tech CU membership at any time. If you or we close your accounts, you will still have to pay any loan or other obligations you have to us according to your agreements with us.

### **Transfer of Ownership and Accounts**

Your membership at Tech CU cannot be transferred to anyone. Except for checking accounts, all Tech CU accounts are non-transferable to anyone other than on the books of Tech CU. This means that to transfer ownership of an account, you must use a written form approved by us.

### **CONSUMER ACCOUNTS AT TECH CU**

Refer to Tech CU's current Truth in Savings Disclosure or Certificate Truth in Savings Disclosure for features and terms of our current consumer account offerings. Whenever you open a new account you will receive the applicable Truth in Savings Disclosure, Rate Sheet, and Consumer Schedule of Fees and Charges.

### **Checking Terms**

The following terms apply to your Tech CU Checking Account(s) and to checks you may be able to write on Money Market and Health Savings Accounts.

### **Governing Law**

In handling checking transactions we will be governed by the Uniform Com-

mercial Code as enacted in your state of residence, Federal Reserve Board Regulations and our Credit Union procedures, as revised from time to time.

### **Transactions**

We will make payments on current checks drawn on available funds in your Checking Account when signed by any person authorized on your signature card. Debit Card purchases, cash advances and third-party payments, regardless of how authorized, are withdrawn directly from your Checking Account. We reserve the right, but do not undertake the duty, to refuse to pay any check that is missing the payee's endorsement. You can also make deposits and withdrawals as explained in the "Deposits, Withdrawals, Payments and Transfers" section of this Agreement.

### **Check Writing**

Use only checks ordered from us and printed by our authorized check printer or from a printer of your choice who will print checks in a form approved by us. We may not pay checks that are not properly printed and formatted. We will have no liability to you or any third party for failing to pay checks that are not properly printed and formatted. Inspect all checks you receive for accuracy before using them. To reduce the risk of fraud, use indelible ink and completely fill in the lines for the payee and the written dollar amount, drawing a line through any unused space. Date and sign checks you write. Destroy any spoiled checks.

### **Stale-Dated Checks**

We are under no obligation to pay a check on which the date is more than six months old. If we do pay it, we will not be liable to you for any related costs or damages.

### **Post-Dated Checks**

We will not be liable for paying post-dated checks unless you have provided a timely and valid stop payment request and paid the applicable fee. A stop payment request must meet all of the requirements listed under "Stopping Payment," below. If we do pay a post-dated check over valid written notice of a post-dated check, we will only be liable for your actual damages. The maximum actual damage is the amount of the check.

### **Lost or Stolen Checks**

You agree to notify us immediately upon the discovery of the loss or theft of your checkbook or of any number of blank checks. We recommend, and reserve the right to require, that you close your checking account and re-open it under a new number because of the risk of unauthorized use of your account that arises after your checks have been out of your possession.

### **Overdrafts**

If you do not have sufficient available funds in your Checking Account to cover debit transactions, an overdraft will be created. Overdrafts will be handled as explained here.

We can post overdrafts to your account in any order consistent with applicable law. We generally pay items in the order in which they are presented to us for payment in real time. If multiple items are presented in a single batch on the same day, we pay them from smallest dollar amount to largest dollar amount.

We determine whether payment of an item will create an overdraft and we will assess a fee for paying or returning the item based on your available balance at the time the item is presented. We do not control when merchants, third parties who initiate ACH payments out of your accounts, or others will present items to us for payment. There may be a delay between when a payment is initiated (such as when your merchant purchase is approved or you initiate a Digital Banking bill payment) and when it is actually presented to us for payment.

The "available balance" when the item is presented to Tech CU may be different from the balance you see when you view your account in Digital Banking or your checkbook balance. Factors that can affect your available balance include but are not limited to merchant holds for debit card transactions and presentment of items or assessment of fees that occur between the time a payment is initiated and the time it is presented. To minimize the risk of overdrafts, keep careful track of all activity. To minimize potential fees associated with overdrafts, you may wish to establish a Tech CU Savings or Money Market Account or Line of Credit as an Overdraft Plan, as the associated costs are

considerably lower than if we apply Overdraft Advantage (see below) to pay the item or we return the item for insufficient funds. If we return an item presented against insufficient funds, the party to whom the payment was to be made may charge you late fees or returned payment fees in addition to any Non-Sufficient Funds (NSF) fees that Tech CU charges.

Overdraft protection, if available, covers Checking Accounts only. Any debit transaction presented against insufficient funds on a Savings, Insured Investment, Money Market or Health Savings Account will not be paid.

### Overdraft Plans

You can establish Overdraft Plans for your Checking Account(s) by signing up for overdraft protection advances from a Tech CU open-end credit plan if available under the credit plan's terms, or by authorizing overdraft protection transfers from your Membership Share Savings, Money Market, Checking or Insured Investment Account. As long as you have available credit or funds in your designated Overdraft Plan source(s) and are not in default on any of your obligations to us, the overdraft will be paid.

If you establish more than one Overdraft Plan and do not designate the order of the Overdraft Plans, we can choose the source(s) to access in any order.

Overdraft Plans cover all checking account debit transactions including checks, ATM withdrawals, PIN- or signature-based merchant purchases, recurring Debit Card transactions, everyday Debit Card purchases, Call-24, Online Banking and Mobile Banking transfers, Online Bill Pay, and ACH debits.

**Overdraft Plan Credit Advances:** Overdraft Plan credit advances require that you apply for, be approved for, and open an open-end credit plan (personal line of credit, credit card or home equity credit line) and designate the open-end credit plan as an Overdraft Plan. You can designate the open-end credit plan as an Overdraft Plan when you apply for the open-end credit plan or at any time by notifying us in writing that you want the open-end credit plan to be an Overdraft Plan. Any Overdraft Plan credit advance will begin to accrue finance charges as soon as it posts, and may be subject to an overdraft advance fee. Refer to the current Consumer Schedule of Fees and Charges and the current version of the applicable credit plan agreement for details. Overdraft Plan credit advances will be in an amount sufficient to cover the overdraft and will not be available if making the advance would cause you to exceed the credit limit on the credit plan.

**Overdraft Plan Account Transfers:** Overdraft Plan transfers from Membership Share Savings or Money Market Accounts will be available whether you authorize them orally or in writing. Please refer to the "Deposits, Withdrawals, Payments and Transfers" section of this Agreement for more information about transfer restrictions. Overdraft Plan account transfers may be subject to a transfer fee; refer to the current Consumer Schedule of Fees and Charges. Overdraft Plan account transfers will be in an amount sufficient to cover the overdraft and will not be available if the transfer would cause you to fall below any required minimum balance on the source account.

### Overdraft Advantage (Standard Overdraft Practices)

Overdraft Advantage (Standard Overdraft Practices) applies to checks, ACH debit entries, Online Bill Payments, and recurring pre-authorized Debit Card payments. Only if you opt in, Overdraft Advantage will also apply to one-time merchant Debit Card purchases (called "everyday Debit Card transactions") and ATM cash withdrawals.

If you have not set up an Overdraft Plan or if neither funds nor credit are available under your established Overdraft Plan(s), under Overdraft Advantage, Tech CU may, at our sole discretion, pay a debit transaction on your Checking Account that you do not have available funds to cover ("paid NSF") or return it unpaid for insufficient funds ("NSF return"). Whether we pay the item or make an NSF return, a fee will be assessed (refer to the Consumer Schedule of Fees and Charges). Payment of items under Overdraft Advantage is never guaranteed. Unless you have an Overdraft Plan in good standing with available funds or credit, we can return unpaid any debit item that would cause your Checking Account to fall below a zero balance. If we do pay rather than return an NSF item, you must deposit an amount sufficient to restore your Checking Account to a positive balance within 30 days.

Overdraft Advantage payment of overdrafts may not be available in the following situations: (a) your Checking Account is less than 60 days old; (b) your Checking Account does not receive regular deposits; (c) any owner of the Checking Account is in default on any obligation to us; (d) in our sole judgment you have initiated too many Checking Account withdrawal transactions against insufficient funds; (e) there are legal orders pending against any Tech CU account of yours; (f) payment of the item would result in a negative balance in excess of your established Relationship Rewards limit; or (g) the transaction is an everyday debit card purchase or ATM cash withdrawal and you have not opted in to our paying such items against insufficient funds.

You can change your Overdraft Advantage elections at any time by notifying us. If you prefer to opt out of Overdraft Advantage, in all cases please notify us, whether orally or in writing. Any check or other debiting (payment) entry presented against insufficient funds in your Checking Account will be returned unpaid unless you have funds or credit available from an Overdraft Plan source. In making this election, you should consider that your payees may charge late payment or returned payment fees in addition to the returned NSF fee that we will assess.

Even if you have an Overdraft Plan or use Overdraft Advantage, Tech CU can close your Checking Account without prior notice for repeated overdrafts or for other misuse of the account such as check "kiting."

### ACH Representation of NSF Items

If a check you wrote on a Tech CU consumer account is returned unpaid due to insufficient funds, or a check on another consumer's account that you deposit to a Tech CU account is returned unpaid by the institution on which it was drawn due to insufficient funds, the check may automatically be represented through the ACH system. To qualify for representation the check cannot have been presented for payment more than twice previously and must meet other Tech CU representation criteria as amended from time to time. In addition, the face of the check must indicate that the item was returned NSF, and the check must not be altered or forged.

You waive protest and notice of dishonor for nonpayment of deposited returned items.

### Prohibition on Pledging Funds

Funds deposited in Checking Accounts may not be pledged as security for a loan.

### Preauthorized Drafts

A preauthorized draft is created when you give someone (such as a telemarketer or a creditor to whom you owe money) your Checking Account number along with your routing and transit number and authorize them to use the information to debit your Checking Account for the amount of money you have agreed to pay them. Any preauthorized draft presented to the Credit Union after you have voluntarily given your Checking Account information to the payee is considered authorized by you, even though you have not signed a check.

### CREDIT UNION OFFICIAL CHECKS

If you obtain a check drawn on Tech CU payable to someone other than yourself, we are (under normal circumstances) guaranteeing the payment of the check. For that reason, we will only accept a request for a refund or replacement after we receive a written declaration under penalty of perjury that the check has been lost, stolen or destroyed. The declaration must be signed by you, and in some cases, by the payee of the check.

If we receive the refund or replacement request after the check has cleared, we will not be responsible for the loss.

We will generally not issue a refund or replacement check until 90 days after the date of the original check. Any earlier refund or replacement will be made solely as a courtesy, and we may require you to post a lost instrument bond.

Once we have issued a refund or replacement check, we are discharged from further liability. If a holder in due course presents the original check, you must pay the proceeds of the original check to the holder or to us (if we are required to pay the original check). If you fail to meet this obligation, you agree that "Our Right to Recover What You Owe Us" applies. If we cannot recover our loss by

exercising "Our Right to Recover What You Owe Us," you agree that we can recover our reasonable attorney's fees and costs of suit if we take legal action to collect what you owe.

## WIRE TRANSFERS

Wire transfer terms are different from other account agreements and terms. This section of the agreement constitutes notice to all account owners of the rules regarding wire transfers. Wire Transfers are governed by a separate Tech CU Outgoing Wire Transfer Agreement and supersede any conflicting terms in this agreement. Wire transfers are subject to applicable law and regulation including but not limited to the law of your state of residence, Federal Reserve Regulation J and Article 4A of the Uniform Commercial Code. Foreign wire transfers are governed by the Consumer Financial Protection Bureau (CFPB) Regulation E.

Except for foreign wire transfers, you do not have a right to cancel or amend any payment order after we receive it. Although we may attempt to act on any amendment or cancellation request you make (e.g., if it is received in a time and manner which permits us to do so), we assume no responsibility for failing or refusing to do so, even if we could have affected the change or cancellation. Except for foreign wire transfers, you agree to indemnify, defend and hold us harmless from any loss, damage, claim, action, and liability that results, and any charges and costs we incur, in connection with any request by you to amend or cancel a payment order.

Foreign transfers may be subject to delays, charges imposed by other financial institutions, and changes in foreign currency exchange rates. If you direct a payment order to a foreign country, we may execute the order in the currency of the country of the payee's bank at either our buying rate of exchange for U.S. dollar transfers or the exchange rate of the payee bank. If the transfer is made in U.S. Dollars, we cannot guarantee that the beneficiary will receive the funds in U.S. currency. The beneficiary bank may convert the funds into the local currency and may also charge incidental fees. If for any reason the payment order is returned to us, you agree to accept the refund in U.S. dollars in the amount of the foreign money credit, based on the current buying rate on the day of the refund, less any charges and expenses incurred by us. Different rules may apply to foreign wire transfers.

We may process any payment order we believe is transmitted or authorized by you if we act in compliance with a security procedure agreed upon by you and us. Such payment orders will be deemed effective as if made by you, and you will be obligated to pay us in the amount of such orders, even though they are not transmitted or authorized by you. Unless we agree on another security procedure, you agree that we may confirm the authenticity and content of payment orders (among other ways) by placing a call to any of you. If we cannot reach you, or if the payment order is not confirmed or approved in the manner we require, we may refuse to execute the payment order.

You agree to review all statements and notices promptly to confirm the accuracy and authorization of each payment order. You must notify us immediately if there is any discrepancy between your payment order and any confirmation or statement of account, or if you discover any other problem with respect to a transfer. You must send a written notice to us of the discrepancy or other problem, including a statement of the relevant facts, within a reasonable time (not to exceed 14 days from the date you first discover the problem or receive a statement or notice reflecting the problem, whichever occurs first). Note: Different rules apply to foreign wire transfers.

We will not be liable for damages to you or to any third party as long as we accurately carry out in a reasonable manner the wire transfer instructions we receive from the sending institution when we receive a wire on your behalf. Wire transfers can be lost, misdelivered or delayed due to circumstances beyond our control. You assume such risk and agree that we will have no liability to you or any third party as a result of errors, interruptions or delays in wire transmission except to the extent they arise from our gross negligence or intentional misconduct. We will not be liable to you for errors by other institutions involved in the processing of wire transfers.

We will not be liable for indirect, consequential or punitive damages if a loss is sustained because we have failed to carry out instructions in a reasonable manner, even if we are advised that they may occur. Our maximum liability will be the amount of the wire transfer and any interest or dividends we are required to pay under applicable law, regulation, or rule of the funds transfer system used to process the wire.

Wire transfer instruction errors may delay the receipt of wires.

We can refuse to carry out wire transfer instructions if we have reason to believe that following the instructions could cause us a loss.

Fees apply to wire transfers (please see the Consumer Schedule of Fees and Charges).

## Wire Transfers We Receive

We will carry out the terms as transmitted by the sending financial institution. We have no obligation to correct erroneous spelling or account numbers. We will follow account numbers, not names, in posting incoming wires, unless we have actual knowledge that the name and account number do not match. If we have actual knowledge that the name and account number do not match, we may at our option post the wire according to the account number or return the wire to the sending institution.

We will not be responsible for any direct, indirect, or consequential claims, damages, losses, or liability that you allege occurred due to a failure to post a wire to your account if the failure was due to an error in the name, routing number or account number provided by the sender, or an inconsistency between the name and account number provided by the sender. We are responsible only for our failure to accurately comply with the instructions provided by the sender, and our liability is limited to the amount of the wire. We will not be liable for any alleged consequential, indirect or punitive damages resulting from our error, such as alleged lost business opportunities or harm to your credit standing.

Unless a specific account is indicated, we will post wired funds to your Checking Account if you have one, or to your Membership Share Savings Account if you do not have a Checking Account.

If we receive an erroneous wire to your account, the sending party can reverse the transaction and the amount of the wire will be deducted from your account. We will notify you if this happens, and you agree to immediately restore any resulting negative balance upon our demand. If you do not do so, you agree that "Our Right to Recover What You Owe Us" applies.

You agree that we are not required to provide notice to you if we receive a wire transfer on your behalf. It is your responsibility to confirm that funds you expect to receive via wire transfer are posted to the appropriate account. You may telephone us (see HOW TO CONTACT US at the end of this Agreement), visit any Tech CU Branch, or use Call-24 or Digital Banking to review account activity.

## CU SERVICE CENTERS®

Members may conduct transactions on their Tech CU accounts at CU Service Center® ("CUSC") locations. All transactions conducted at a CUSC location are subject to CUSC operating procedures, policies and fees. Transactions are subject to Tech CU's account terms and disclosures and are subject to host credit union verification.

Transactions at CUSC locations are subject to Tech CU verification. To access your Tech CU account at a CUSC location, you must provide the CUSC participant credit union your name, account number and identification.

Services you may be able to obtain on your Tech CU accounts at CUSC locations include deposits, withdrawals, account inquiries, transfer of funds, loan payments, and loan advances. Other CUSC services may be subject to a CUSC fee.

You will receive receipts for your CUSC transactions. Transactions made at CUSC are processed on the same business day. All CUSC transactions will appear on your periodic statement for the account used. CUSC days of operation are generally Monday through Friday excluding weekends and holidays, though some locations may offer weekend hours.

## FUNDS AVAILABILITY POLICY

When you deposit a check drawn on another financial institution, there is always a delay before the item is presented to the institution on which it is drawn and we receive payment. Therefore, we will not always make funds from your deposits available to you immediately. The following summary of our policy is



provided to meet federal notice requirements.

If we impose a hold before we make funds from your deposits available to you, the length of the hold is counted in "business days." Business days are Monday through Friday excluding federal holidays.

If you make a deposit in person to one of our employees or to a CUSC employee before close of business on a business day, to a Tech CU ATM before 1:00 p.m. on a business day, to a CO-OP Network ATM before 3:00 p.m. on a business day, via Mobile Deposit before 5:00 p.m. or to a Credit Union Express or Night Drop facility before 2:00 p.m. on a business day, we consider that day to be the business day of your deposit. (If a CUSC facility is open and accepts a deposit on a weekend, for purposes of this policy, your business day of deposit is the next non-holiday weekday.) If you make your deposit after these cutoff times, we consider the next business day to be the business day of your deposit. The business day of deposit for a mailed deposit is the business day we receive it.

All credits for deposits are provisional until we receive final payment from the institution on which the item is drawn. Even if we make funds available to you for a deposited item, if the paying institution lawfully returns the item unpaid or lawfully reverses an electronic direct deposit or wire transfer, we can deduct the amount of the deposit from your account balance and you will be liable for any resulting negative balance.

If we choose to accept a check for collection, acting as your agent, rather than deposit it, the money will be posted to your account when received by us.

## General Rules

Funds from deposits of cash made at a Tech CU Branch, Tech CU ATM, or "CUSC," wire transfers and checks drawn on Tech CU are available the business day we receive them. Funds from electronic deposits received by 5:00 p.m. on a business day will be available by 9:00 a.m. the next business day.

The first \$225 of all deposits will be available immediately.

## Longer Holds May Apply

Depending on the circumstances, we may impose longer holds. As long as it has been at least 30 days since you made a first deposit to your Tech CU Account, and no "Exception Hold" reason applies, holds will generally be no longer than the following:

1. The first \$5,525 of U.S. Treasury check deposits will be available the business day after the business day of deposit, regardless of where deposited.
2. The first \$5,525 of deposits of the following items, if payable to and deposited in person to a Tech CU teller, are available the business day after the business day of deposit: (a) US Postal Service money orders; (b) Federal Reserve Bank checks; (c) Federal Home Loan Bank checks; (d) checks drawn on state and local governments located in the same state as the deposit location; and (e) cashier's, teller's and official checks. If these items are not deposited in person (for example, you make the deposit at a Tech CU ATM), the first \$5,525 will be available the second business day after the day of deposit.
3. The portion of any single day's deposits that exceeds \$5,525 will generally be available no later than seven business days after the business day of deposit.
4. If you make any type of deposit at a CO-OP ATM that Tech CU does not own or operate, it will be subject to the credit union's funds availability schedule and may be delayed.
5. Funds from checks deposited via Mobile Deposit may be held until final collection from the financial institution on which they are drawn. We may, as a courtesy, make funds from Mobile Deposit deposits available earlier.

## Exception Holds

In some cases, we will not make all of the funds that you deposit by check available as outlined above. If we impose an Exception Hold, we will notify you in writing when you make your deposit and we will tell you when the funds will be available. If your deposit is not made directly to a Tech CU employee or we decide to impose a hold after you have left the premises, we will send you the notice by the next business day. An exception hold may be imposed in the following circumstances:

1. We reasonably believe a check you have deposited will not be paid;

2. You deposit checks totaling more than \$5,525 in a single day (the longer hold will apply only to the portion of the deposit that exceeds \$5,525);
3. You deposit a check that has previously been returned unpaid;
4. You have overdrawn your account repeatedly in the last six months; or
5. There is an emergency, such as failure of communications or computer equipment.

## New Accounts

If you are a new member, the following special rules will apply during the first 30 days since your first deposit.

The first \$5,525 from a check drawn on the U.S. Treasury will be available on the first business day after the business day of your deposit. The excess over \$5,525 will be available on the fifth business day after the day of your deposit.

If you make the deposit in person to one of our employees, the first \$5,525 from a deposit of (a) U.S. Postal Service money orders; (b) checks drawn on Federal Reserve Banks or Federal Home Loan Banks; (c) checks drawn on state and local governments located in the same state as the deposit location; (d) cashier's, teller's or certified checks; or (e) traveler's checks, will be available on the first business day after the business day of your deposit. The amount in excess of \$5,525 will be available on the fifth business day of the day of your deposit. However, if the deposit is not made in person to one of our employees, the first \$5,525 will not be available until the second business day after the business day of your deposit (different funds availability might apply to deposits made at non-proprietary ATMs).

Funds from other check deposits will be available within a reasonable time, generally not exceeding nine business days after the day of your deposit.

## Location of Check Endorsements

Federal law requires all check endorsements to be in the first 1½ inches of the trailing edge of the back of the check. The trailing edge is opposite the left side of the face of the check, the side of the check just behind the address of the financial institution and the account holder. You will be responsible for any costs incurred by the Credit Union due to delays in returning checks deposited into your account that do not comply with the endorsement standards.

## FEES

Please refer to the current Consumer Schedule of Fees and Charges for fees that can apply to Tech CU consumer accounts and information about how to qualify for waivers of certain fees.

## ELECTRONIC FUNDS TRANSFER (EFT) AGREEMENT AND DISCLOSURE STATEMENT Introduction

The following terms apply to electronic fund transfers governed by the Electronic Funds Transfer Act. EFTs include, but may not be limited to, consumer Automated Clearing House "ACH" transactions, ATM, Call-24, Point-of-Sale "POS," Online Banking (other than wire transfers), Mobile Banking, Text Banking, the Bill Payment feature available within Online Banking and Mobile Banking, and the digital wallet features available within Mobile Banking. Mobile Banking requires Online Banking enrollment and installation of the Tech CU Mobile Banking app on your internet-enabled smart phone. Wire transfers are subject to different requirements (see the WIRE TRANSFERS section of this Agreement). In this EFT portion of the Agreement, Tech CU-issued physical devices you can use to initiate EFTs, such as ATM/Debit Cards, Online Banking login credentials and a smart phone with stored credentials, may be referred to collectively as "EFT access devices," and Personal Identification Numbers (PINs) and similar combinations of letters, numbers and/or symbols required to access EFT services may be referred to collectively as "access codes."

## Call-24 Telephone Transaction System Access to Your Accounts Description

Call-24, our telephone transaction system, lets you access your accounts electronically by touch-tone telephone from anywhere in the United States. To access Call-24, simply dial (408) 451-9111 or (800) 553-0880 (outside the 408 area code).

## Getting Started with Call-24

At your request, we will assign your account(s) a unique and confidential Personal Identification Number (PIN). You are the only person who will know this number. If you forget it, you will need to contact us to request a new Call-24 PIN.

## Available Call-24 Services

By keying in your confidential PIN and the proper commands, you will be able to conduct any of the following transactions from any touch-tone telephone:

1. Transfer funds from one of your accounts to another account under the same core member number;
2. Obtain an open-end line of credit loan advance and have it deposited directly to your Share Savings or Checking Account;
3. Make loan payments by direct transfer from your Tech CU account; and
4. Obtain account information including: posting of transactions, loan status, account balances, dividends, last deposit, check clearance status, and tax information.

## Additional Terms

Please refer to the "Terms Applicable to all EFTs" portion of this EFT AGREEMENT for additional terms that apply to Call-24.

## Limits on Call-24 Use

Call-24 transfers and withdrawals are subject to six-per-month limits on non-personal transfers out of non-transaction accounts. Please see part 10 of the "Deposits, Withdrawals, Payments and Transfers" section of this Agreement for details. Call-24 is generally available 24 hours a day, 7 days a week. However, there may be occasional service interruptions. Please be patient and try again at a later time.

## Documentation

Call-24 transactions will appear on your periodic statement.

## Unauthorized Call-24 Transactions

Notify Tech CU immediately if you believe an unauthorized person has gained access to your PIN. You should also change your PIN immediately. See the "Unauthorized Transactions" information in the "Terms Applicable to All EFTs" section of this EFT AGREEMENT for information on how to contact the Credit Union and other information on your potential liability for unauthorized transactions.

## DIGITAL BANKING (INCLUDING ONLINE AND MOBILE BANKING, AND BILL PAY)

### Description

Digital Banking allows you to access your Tech CU Accounts and pay bills using personal computers or smartphone with internet access. Not all features are available on all devices. Services marked with an (\*) in this "Digital Banking (Including Online and Mobile Banking, and Bill Pay)" portion of the Agreement are offered as a convenience but are not electronic funds transfers and are not subject to the "Terms Applicable to All EFTs" portion of this EFT AGREEMENT. Services marked with "(MB)" are available via both Online Banking and Mobile Banking.

## Getting Started with Digital Banking

You can enroll in Online Banking using a personal computer with internet access and a supported mainstream browser capable of handling encrypted transmissions. During the enrollment process, you will select an alpha or alphanumeric username and alphanumeric password for subsequent access to Online Banking. When registering or accessing Online Banking from an unrecognized browser, a One-Time PIN will be issued as an additional security measure. It will be sent via your choice of delivery method to the email or phone number (via text or voice) you have on file with us. To complete the verification and registration, you will need to enter the One-Time PIN when prompted. Once you have set up Online Banking and registered your browser, you will need only your username and password to log in via a personal computer.

You will need to use your Online Banking log-in credentials to enroll in and register devices for Mobile Banking. Once you have enrolled in Online Banking, you can register smartphone for Mobile Banking either by:

1. Downloading the Tech CU Mobile Banking application to your smartphone; or
2. Using the Wireless Application Protocol (WAP), from the browser of a smartphone, at <https://m.techcu.com>.

If you want to use SMS Text Banking (see below), you must register your mobile phone number in Online Banking or via the WAP.

When accessing Tech CU Mobile for the first time via the Mobile Banking app or WAP, a One-Time Passcode will be issued as an additional security measure. It will be sent to the email or phone number you have on file with us. To complete the verification and registration process, you will need to enter the One-Time Passcode when prompted. Future Mobile Banking log-ins will require your username and password (or fingerprint or facial authentication on enabled devices).

## Available Digital Banking Services

You can use Online Banking (and Mobile Banking where you see "(MB)") to:

1. View a list of your accounts, available balances, account details and transaction history (MB)\*
2. View cleared Tech CU check images (MB)\*
3. Export account history directly into personal finance software such as Quickbooks® and Quicken®\*
4. Initiate transfers between your accounts (MB)
5. Initiate transfers to accounts of other Tech CU members (MB)
6. Add external accounts you have with other financial institutions
7. Initiate ACH transfers to external accounts you have with other financial institutions (MB)
8. Set up one-time or recurring online Bill Payments (MB)
9. Set up electronic Bill Presentation (available from select billers)\*
10. Initiate wire transfers\*
11. Enroll in, access and terminate your enrollment in eDocuments (electronic versions of your Tech CU account and loan statements, IRS information returns and other notices and disclosures) (MB)\*
12. Open and fund additional Tech CU accounts (except IRA, HSA or fiduciary accounts)
13. Complete pre-filled Tech CU loan applications (MB)\*
14. Enroll in email account status alerts\*
15. Order additional or replacement ATM or Debit Cards\*
16. Submit personal check stop payment requests (MB)\*
17. Order Tech CU checks\*
18. Update your personal information including postal address, email address and telephone number\*
19. Update your Online Banking access credentials\*
20. Send secure messages to Tech CU personnel (MB)\*
21. Enroll in SMS Banking ("Text Banking") (WAP only)\*

## Available Mobile Banking Services

In addition to the Online Banking services marked "(MB)" above, you can use the Tech CU Mobile Banking application on your internet-enabled smartphone device to:

1. Submit deposits to Tech CU via Mobile Deposit\*
2. Make digital wallet payments to participating merchants (in which case, depending on the wallet, your smartphone device should either be able to read QR (Quick Response) codes or have NFC (Near Field Communication) technology; installation of the digital wallet application on your mobile device might also be required)
3. View account transaction history graphs\*
4. Use Location Finder to find surcharge-free ATMs, Tech CU Branches, deposit-taking ATMs and CU Service Centers®\*

## Available Text Banking Services

By using Text Banking you can access your account information on your smart phone. Information and command codes are available through the MENU and HELP keys. You can:

1. View a list of your Accounts and available balances\*
2. View individual account transaction history\*
3. Transfer money between accounts under the same core member number
4. Unsubscribe from Text Banking\*

## eDocument Delivery\*

If you elect to enroll in eDocument Delivery, Tech CU will make periodic account and loan statements and other required and permitted notices and disclosures on all Tech CU accounts and loans, such as IRS information return copies and change-in-terms notices, available electronically instead of mailed paper copies. You must be enrolled in Online Banking and have a computer or smart phone with internet access and software that enables you to view and save or print PDF documents to enroll in eDocument Delivery. If you wish to print copies of your eStatements and other documents that are made available to you electronically, you will need a compatible printer.

We will deliver documents to you electronically by sending you an email indicating that they are available for pickup in Tech CU's Digital Banking channels. Documents we provide electronically will have the exact same information as paper statements. You will have the same opportunities to contact us about any errors or problems. You can download and print any electronic documents we send you.

You can opt to receive Paper Documents in addition to eDocument delivery. If you choose Paper Documents, you will no longer be notified by email when a new Statement is available online. However, all eDocuments are available for viewing within Digital Banking regardless of your delivery option. You can discontinue paper statements at any time in Online Banking or Mobile Banking by choosing the "Enroll in Paperless" option.

Even if you have enrolled in eDocuments, Tech CU reserves the right, at our sole discretion, to mail paper documents to you at your most recent address in our records if we deem it necessary.

We will honor the most recent statement delivery method instructions of any authorized person on your Account(s). However, if we receive conflicting instructions, we will send paper statements.

## Additional Terms Applicable to Digital Banking

If a PayPal payment recipient does not claim the funds within 30 days, the transaction will be reversed and the money restored to the payment source account.

At the time of this printing, Digital Banking information is encrypted by Secure Socket Layers (SSL) capable of 128-bit encryption. The latest mainstream browsers that support 128-bit encryption are required for access to Digital Banking. As advancements are made in internet security and encryption standards, software requirements may change. Please see our website at techcu.com for current requirements and a list of supported operating systems and browsers.

The Digital Banking Bill Payment system will give you an estimated time it will take your payments to reach your payees. This will depend on whether the payee accepts electronic payments or requires payment by check. You are responsible for scheduling Bill Payments to arrive at your payees on time. Tech CU will have no liability to any third party arising out of your use of the Bill Payment service within Digital Banking except for actual damages (limited to late fees and interest) arising out of failure to timely and accurately process a Bill Payment consistent with the instructions you enter. In no event will Tech CU be liable for alleged consequential, indirect or punitive damages arising out of your use of the Bill Payment service, such as alleged lost business opportunities or alleged harm to your credit standing.

You can cancel Bill Payments you have set up within the Digital Banking system at any time before the payment has begun to process. However, once a bill payment has begun to process, it cannot be stopped, and you must resolve any dispute you have directly with the person or company to whom you made the payment.

## Fees for Digital Banking Services

Refer to the Tech CU Consumer Schedule of Fees and Charges for fees associated with Digital Banking Services.

## Limits on Digital Banking Use

There is a limit of \$500 per day, \$5,000 per month, and \$250 for first-time recipients for outgoing PayPal Send Money transactions.

Digital Banking transfers and withdrawals are subject to the "Deposits, Withdrawals, Payments and Transfers" section of this Agreement.

Digital Banking is generally available 24 hours a day, 7 days a week. However, there may be occasional service interruptions.

If your password is entered incorrectly numerous times, Digital Banking will block access to your account. You can unlock your account in Online Banking, or you may contact Tech CU to have your access reset. To unlock your account online, you will need to reset your password by answering a few questions correctly, and a temporary passcode will be sent to the email address on file for your account. If you do not remember your username, you can request your username online by answering a few questions and a temporary passcode will be sent to the email address on file for your account.

Your access may also be locked if you incorrectly enter the temporary passcode numerous times when accessing your accounts from an unrecognized device.

Tech CU uses current encryption technology for Digital Banking to protect your accounts and information. However, we cannot guarantee the security of information transmitted over the internet.

## Documentation

Digital Banking transactions will be reflected on your periodic statements. You can use Digital Banking, Text Banking or Call-24, to review account activity at any time.

## Unauthorized Digital Banking Transactions

Notify Tech CU immediately if you believe there has been an unauthorized access to your Digital Banking account, actual unauthorized transactions have occurred on your Account initiated using Digital Banking or your Digital Banking credentials have been compromised. You should also change your username and password immediately. See the separate "Unauthorized Transactions" provisions of the "Terms Applicable to All EFTs" portion of the EFT AGREEMENT section of this Agreement to learn how to contact Tech CU about your potential liability for unauthorized transactions.

## VISA® DEBIT CARDS AND ATM CARDS

### Description

A Debit Card bears the VISA® logo, but is not a credit card. It allows you and anyone you authorize to use the Debit Card, wherever VISA® cards are accepted, to order the Credit Union to make payments from your Tech CU Checking Account without writing a check. You can also use a Debit Card to do anything you can with an ATM Card.

An ATM Card allows you, and anyone you authorize to use the Card, to request that the Credit Union make withdrawals from your linked Tech CU Checking or Savings Account.

### Getting Started with Debit Cards and ATM Cards

Your membership must be in good standing and you must have a Tech CU Checking Account to request and qualify for a Debit Card. Your membership must be in good standing and you must have a Tech CU Checking and/or Savings Account to request and qualify for an ATM Card.

### Services at Tech CU Proprietary ATMs

At Tech CU proprietary ATMs, you can use your Debit Card or ATM Card to:

1. Withdraw cash from your Tech CU accounts;
2. Deposit funds to Share Savings and Checking Accounts;
3. Transfer funds from Share Savings and Checking Accounts to Share Savings, Checking Accounts, or Personal Lines of Credit;
4. Make Tech CU loan payments;
5. Obtain balance information on Share Savings, Checking accounts or Personal Lines of Credit accounts; or
6. Obtain loan advances from your Personal Line of Credit.

Proprietary ATMs are ATMs we own and operate and are identified with Tech CU signage.

## Services at Network (Non-Proprietary) ATMs Designated by Tech CU

At Network (non-proprietary) ATMs designated by Tech CU (the logos of ATM networks in which Tech CU participates will be printed on your Card), you can use your Debit Card or ATM Card and PIN to:

1. Withdraw cash;
2. Transfer funds;
3. Obtain Tech CU Share Savings and Checking Account balances;
4. Purchase American Express Travelers Cheques (at American Express-designated ATMs only); or
5. Make deposits to Tech CU Savings and Checking Accounts (CO-OP-designated ATMs only).

## Other Services

You can also use a Debit Card (but not an ATM Card) to:

1. Pay participating VISA® merchants for goods and services by signature transaction (including online and telephone transactions); or
2. Withdraw cash from your Tech CU Checking Account in the form of a VISA® cash advance signature transaction from participating financial institutions and others who honor the Debit Card for that purpose.

## Additional Terms Applicable to Debit Cards and ATM Cards

Terms of Accessed Accounts Apply: Use of a Debit Card or ATM Card authorizes Tech CU to charge your Checking Account or Savings Account for the full amount of the transaction plus any applicable service fee as soon as the transaction posts to your Account. There is no deferred payment as there is with a credit card.

Use of a Debit Card will be subject to the terms of your agreements with Tech CU that apply to the Account(s) you access with the Debit Card or ATM Card (including the General Terms and the Checking Account Terms of this Agreement) and any applicable Overdraft Plan Terms, except that:

1. We may charge withdrawals in any order we determine consistent with the law and this Agreement, and if funds are not sufficient to cover all Checking Account withdrawals, we may pay Debit Card or ATM Card withdrawals and dishonor paper checks. Any attempted withdrawal on a non-checking Account that does not have available funds will be declined.
2. We cannot honor stop payment requests one time Debit Card or ATM Card transactions.

**Third-Party Contract Terms Do Not Apply:** Although other documents you may receive when you initiate transactions with your Debit Card or ATM Card, such as sales receipts, may have contract terms printed on them, your Debit Card or ATM Card agreement with Tech CU is limited to the terms in this EFT Agreement plus the terms in this Agreement that apply to the Accounts you access, plus any Overdraft Plan that you access with the Card.

**Credits:** Merchants and others who honor the Debit Card or ATM Card may give credit for returns or adjustments. When we receive the credit from the merchant or other entity, we will credit your Account for that amount.

**Conflicting Instructions:** If you or anyone you authorize to use the Debit Card or ATM Card gives conflicting instructions on an ATM keypad and on a deposit slip or other written instruction, the Credit Union will follow the instructions given on the keypad.

**Changing your PIN:** If you wish to change your Debit Card or ATM Card PIN, please contact Tech CU at (800) 553-0880.

**International Exchange Rates:** For international multicurrency transactions (purchases or cash advances), the exchange rate between the transaction currency and the billing currency (U.S. dollars) will be a rate selected by VISA® from the range of rates available in wholesale currency markets for the applicable central processing date. This may vary from the rate VISA® itself receives, or the government-mandated rate in effect for the applicable central processing date.

**Pending Transaction Holds:** We may debit or place a hold on your Checking Account for transactions when we receive an authorization request or when we receive a notice that a transaction has occurred. While the hold is in effect, you

will not have access to “held” funds other than for the authorized transaction. If a final transaction posts to your Account before the end of the “hold” period that follows an authorization request, the available balance in your Account may be temporarily reduced by the amount of both the “hold” amount and the transaction amount.

**Deposit Errors:** ATM deposit errors will be corrected at the time of verification. If a deposit error correction results in a negative balance, “Our Right to Recover What You Owe Us” will apply.

**Fraud Monitoring Card Blocks:** As part of our effort to protect our members’ assets and avoid losses due to unauthorized Debit Card or ATM Card activity, Tech CU has implemented a fraud monitoring system on all issued Debit Cards and ATM Cards. This means that if your Card is subject to an unusual pattern of activity and we are unable to reach you to verify authorization of the activity, your Card may be blocked. If you anticipate making purchases that are unusual for you as to dollar amount, frequency, type of merchant, or location, please call us ahead of time so that we can flag your Account to reduce the risk that a fraud block placed on your Card will result in inconvenience to you. However, we reserve the right to block your Card if we reasonably believe that use of that Card may result in unauthorized activity on your Accounts that would cause us a loss. Our reservation of the right to block your Card against activity we believe is fraudulent is not a guarantee that your Card will not be subject to unauthorized use.

**VISA® Debit Card Merchant Dispute Rights:** VISA® operating rules give you certain rights to dispute merchant signature transactions initiated with your Debit Card if you do not receive or are dissatisfied with the goods or services you purchased. These rights do not apply to ATM Card transactions or to transactions initiated by check or other EFT service. To exercise your rights under VISA® operating rules, you must first make a good faith effort to resolve the dispute directly with the merchant. If you are unable to resolve the dispute directly with the merchant, notify Tech CU at once. You must tell us within 60 days of the date on which we sent you the FIRST statement on which the disputed transaction appeared. Include copies of any documents that reflect your efforts to resolve your dispute with the merchant. Tech CU will arrange to have the dispute investigated to determine whether you have the right to have your account credited for the amount in dispute. Your right to dispute merchant transactions through the Credit Union is limited to those provided by VISA®’s operating rules.

**VISA® Secure:** If you use your Debit Card for online purchases, you may be occasionally prompted by VISA® Secure at the checkout to verify your identity. Terms of VISA® Secure will be disclosed to you online at that time.

## Debit Card and ATM Card Fees

1. The use of the Debit Card or ATM Card at ATMs may be subject to a fee if the owner of the ATM you are using imposes a fee. If a fee is imposed, the law requires the ATM owner to disclose this information to you prior to completion of the transaction. Tech CU imposes no fee applicable directly to the Debit Card or ATM Card transaction on your Account.
2. For international transactions, including online transactions with merchants located outside of the U.S., regardless of your location at the time of the transaction or any currency conversion, VISA® may add an international service assessment fee that we will pass on to you. Refer to the Consumer Schedule of Fees and Charges for the amount of that fee assessment.
3. If you make a deposit at any third-party ATM, such as CO-OP Network, and you make an error (such as entering a wrong amount on the keypad, lack of endorsement, or another error), the third-party institution will assess a charge for processing and reconciliation. Deposits that are returned for insufficient funds or other reasons will be charged a returned check fee. These charges will be passed on to you.

## Limitations

You must not use or allow others to use your Debit Card or ATM Card for illegal transactions, such as illegal online gambling. The responsibility for determining the legality of transaction lies with you, not with the Credit Union. You cannot use the actual or alleged illegality of an authorized transaction as a defense to your obligation to pay any amounts by which you become indebted to us. We reserve the right to refuse to authorize any transaction that we reasonably believe is illegal. We also reserve the right to terminate your Card privileges if you use your Card for illegal activity.

ATM withdrawals must not exceed the available balance in the account you access. If you have available funds, you can withdraw cash from ATMs and make merchant and POS transactions up to the limits stated in the Consumer Schedule of Fees and Charges.

Merchant and POS transactions will be deducted from your Checking Account only.

Individual merchants or operators of ATMs or POS terminals may impose their own transaction limits.

Although you have sufficient funds in your account to cover a requested Card transaction, an ATM, merchant, financial institution, or other entity that honors the Debit Card or ATM Card may not be able to determine your actual balance. For this reason, Tech CU will not be liable for the refusal or inability of any third party to allow you to use your Card or for their retention of your Card. Generally, the Credit Union's ATMs will be available for your use seven (7) days a week, twenty-four (24) hours a day. However, please understand that an ATM, like any machine, must periodically be shut down for routine maintenance, inspection, and repair.

Loan payments at the ATM are subject to verification and collection. Loan payments made at ATMs will be credited the same day, providing your transaction is made Monday through Friday before 1:00 p.m. Pacific time. Payments made after 1:00 p.m. (or at any time on a weekend or holiday) will be credited on the next business day.

ATM deposits are subject to the "FUNDS AVAILABILITY POLICY" section of this Agreement.

As a safeguard against unauthorized use of your Debit Card or ATM Card, the ATM will not operate (and your Card may be captured by the ATM), if your ATM PIN is repeatedly entered incorrectly. Should this happen, please contact the Credit Union during normal business hours. See "HOW TO CONTACT US" at the end of this Agreement.

## Documentation of Transactions

Each time you use a Debit Card or ATM Card at an ATM, or for a signature or POS transaction, you will receive a receipt describing the transaction (unless an ATM notifies you before completing your transaction that receipts are not available, the transaction amount falls below the VISA® operating rule minimum for providing a receipt, or you decline an offer of a receipt). Card activity will also appear on your monthly statements. Some activity, such as purchases made over the phone or online, may be documented only on your monthly statements.

## Liability for Unauthorized Use

All VISA® Debit Card holders are automatically enrolled in VISA®'s Identity Theft Program and are protected by VISA®'s Zero Liability policy, which means 100% protection for you in case of fraudulent signature-based transactions in most cases. All members benefit if Tech CU keeps card fraud losses to a minimum.

You can call Card Member Security directly at (888) 241-2440 or call them collect at (907) 941-1034 from outside the United States 24 hours a day, seven days a week, to report fraud or loss or theft of your card, to notify us of travel or major purchase plans, or to ask that a block on your card be removed.

In general, your potential liability for unauthorized signature transactions initiated with a Debit Card is zero under VISA® operating rules. However, if you are negligent in handling your Debit Card or reporting its loss or theft, your liability for any PIN or signature Debit Card transaction may be up to any maximum permitted by federal or state law. In addition, if you fail to report the unauthorized use of your Debit Card within sixty days after we sent you the FIRST statement on which an unauthorized transaction appeared, you may be liable for all unauthorized activity that occurred after the sixty-day period, including any maximum credit that may be used for overdraft protection. (Overdraft protection is not available on Debit Cards linked to HSAs). If a good reason, such as a long trip or hospital stay, kept you from reporting the loss or theft of your card or unauthorized activity that appeared on your statement, the reporting period may be extended.

Your potential liability for unauthorized use of ATM Cards is set out below in the "Unauthorized Transactions" part of the "Terms Applicable to All Tech CU EFTs" portion of this EFT AGREEMENT.

## AUTOMATED CLEARING HOUSE (ACH) SERVICES

### Description

ACH transfers include automatic deposits into your Tech CU Accounts from third parties, such as direct deposit of your payroll or retirement benefits, and automatic payments out of your Tech CU Accounts to third parties, such as transfers to pay insurance premiums or health club dues. ACH transfers also include certain re-presentments of checks returned for insufficient funds (RCK entries), electronic presentments by payees to collect money you owe (ARC entries), and electronic presentments of point-of-purchase items such as checks (POP entries or BOC back office conversion entries). For RCK entries and ARC entries, the payee is required to notify you in writing that these items may be presented via the ACH system. For POP or BOC entries, the payee may convert a check you write to an electronic payment. Your rights and responsibilities with respect to all ACH entries are governed by applicable state law, Consumer Financial Protection Bureau, Regulation E, and NACHA (National Automated Clearing House Association) rules.

### Getting Started with ACH

All ACH transfers must be authorized in writing by the party initiating the payment and in some cases the recipient of the payment. For example, to receive direct deposit to a Tech CU account of net pay and some types of some state and federal benefits, the recipient of the payments must complete an ACH direct deposit enrollment form.

### Additional Terms Applicable to ACH

**Notice of Payments in Varying Amounts:** If your regular payments vary in amount, the person you are going to pay is responsible for notifying you of the amount at least 10 days in advance of the scheduled payment date. You may elect to receive this notice only when the payment amount will vary by more than a specified amount from the previous payment, or when the amount would fall outside certain limits that you set.

**Right to Confirm Receipt of Deposits:** If you receive regular (at least every 60 days) direct deposits, the entity sending you the payment is required to notify you when they send us the money. You have the right to call us at the number in "HOW TO CONTACT US" at the end of this Agreement to confirm whether you have received an expected direct deposit. You can also use Call-24, Online Banking or Mobile Banking to find out if an anticipated direct deposit has arrived. The only notice we will send indicating that a direct deposit has arrived will be your periodic statements.

**Error Correction:** If an ACH transfer is made to your account in error (for example, your employer inadvertently makes a double deposit of your net pay), you agree that we can reverse the erroneous payment without advance notice to you. We will, however, tell you when a correction has been made. If an error correction results in a negative balance in your account, you agree to immediately restore the account to a positive balance upon our written demand. If you do not do so, you agree that "Our Right to Recover What You Owe Us" applies.

**Provisional Nature of ACH Credits:** Credit we give you for an ACH deposit entry is provisional until we receive final settlement through a Federal Reserve Bank. If we do not receive final settlement, you agree that we can reverse the credit, and the paying party shall not be deemed to have paid you in the amount of the entry.

### Limitations on ACH Services

For deposits, the payer (the person or entity that pays you the money) must offer direct deposit. For payments, the payee (the person or entity to whom you pay money) must be able to debit the payments via ACH transfer. ACH payments out of your non-transaction accounts are limited to six per month, in aggregate with other non-personal withdrawals (see "Deposits, Withdrawals, Payments and Transfers").

### Documentation

The only documentation we will provide of ACH transactions will be your monthly statement. However, as explained above, you have the right to call us

to find out whether ACH transactions, including but not limited to anticipated direct deposits, have occurred.

### Liability for Unauthorized ACH Payments

In general, your liability for unauthorized ACH payments will be as set forth in the “Terms Applicable to All Tech CU EFTs.” You will need to submit an “Unauthorized ACH Affidavit” to report an unauthorized ACH payment. The following are considered unauthorized ACH payments:

1. ACH payments you never authorized;
2. ACH payments on which you notified the payee in writing that the authorization was revoked;
3. ACH payments that occurred sooner than the date you authorized; or
4. ACH payments in a different amount than what you authorized.

### TERMS APPLICABLE TO ALL TECH CU EFTS

Your acceptance, retention, or use of any Tech CU EFT access device or access code constitutes an agreement between you and Tech CU to the terms for the services you obtain as explained above and to the following general terms applicable to electronic funds transfer.

### Keeping Your EFT Access Devices and Access Codes Secure

To minimize the risk of unauthorized use of EFT access devices and access codes, you agree to follow these rules:

1. Never write access codes on your ATM or Debit Cards or keep them on pieces of paper in your wallet or by your telephone or computer. Do not let others watch you key in your EFT access codes.
2. If you voluntarily provide Tech CU EFT access devices or access codes to anyone; you are authorizing that person to take all of the money out of your account. Tech CU is not bound by agreements between you and third parties limiting their permission to use your EFT access devices or access codes.
3. If your card or account information is stored in your mobile phone, your device should be secured with a biometric data or a password.
4. The only time you should provide an EFT access code to Tech CU is when you are logging in to use an EFT access device such as an ATM, Online and Mobile Banking, or Call-24. Tech CU will never ask for your EFT access code in person, by mail, email or by telephone. Any email or postal mail requesting your EFT access code is fraudulent. Should you receive such a request, DO NOT release your information but PLEASE notify Tech CU as soon as practicable.

### Right to Stop Preauthorized EFT Payments and Procedure for Doing So

If you have regular pre-authorized charges to your account, you can stop any of these payments. Here is how: Contact us immediately or in such manner as to allow us a reasonable opportunity (at least 3 business days before your payment date) to act upon your stop payment request (see the “HOW TO CONTACT US” section at the end of this Agreement). If you call, we may also require you to put your request in writing and get it to us within fourteen (14) days after you call. There is a fee for each stop payment request (please see the Consumer Schedule of Fees and Charges). To prevent any future transfers, you should also notify your recipient of the payment in writing to stop the charges, and send us a copy of your notice.

**Liability for Failure to Stop Payment of Pre-authorized Transfers:** We must receive notice in such a manner as to allow us a reasonable opportunity to act upon your stop payment request (at least 3 days before the payment date). If you order us to stop one of the payments and we fail to stop the payment, we may be liable for your losses or damages.

### Your Liability for Unauthorized Transactions—All EFTs Except As Noted

Tell us AT ONCE if you believe any Tech CU EFT access device or access code has been lost or stolen, or has been or may be subject to unauthorized use, or if you believe that an electronic fund transfer has been made without your permission using information from a Tech CU personal check. Please refer to the “HOW TO CONTACT US” section at the end of this Agreement for how to provide this notification. Calling us is the best way to minimize your liability. Your liability may be up to the total balance in the account subject to unauthorized

access, plus any available funds or credit limit in accounts or credit lines linked to the accessed account for overdraft protection if you do not tell us promptly.

If you report the loss, theft, or actual or potential unauthorized use of your EFT access device or access code (other than a Debit Card) to us within two (2) days after you learn about it, you can lose as much as \$50 if someone used your access device or access code without your permission.

However, if you DO NOT tell us within two (2) business days after you learn of the loss, theft, or actual or potential unauthorized use of your EFT access device or access code (other than a Debit Card), and we can prove we could have stopped someone from using your EFT access device or access code without your permission, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you or we sent you email notification that your electronic statement was available for viewing, you may not get back any money you lost after sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us in time.

If you were precluded from telling us for a compelling reason, such as an extended trip or hospital stay, we will extend these time periods

. Please also refer to the “Debit Cards and ATM Cards” portion of this EFT AGREEMENT for additional information regarding your potential liability for unauthorized use of Debit Cards.

**Please remember:** Any person to whom Tech CU issues an EFT access device or access code at the request of an authorized person, or to whom an authorized person gives an EFT access device or access code, or to whom an authorized person gives express or implied permission to use an EFT access device or access code, will be able to withdraw all of the money in your Tech CU accounts linked to that device or code. We consider such persons to be authorized users. You agree that all authorized users may take any funds in your Tech CU accounts (including funds from any linked Overdraft Plan) until you notify Tech CU to deactivate the EFT access device or access code. You are obligated to repay any debt to Tech CU that results from the authorized use of EFT access devices or access codes, whether or not the authorized user stays within any limits of use set by you. You remain liable for any authorized use of your Tech CU EFT access devices or access that occurs before you tell us to cancel the device or code. Please consult your applicable loan agreements for liability for unauthorized direct access by EFT device to your lines of credit.

### Documentation

If you have EFT activity on any Tech CU Account or activity other than the posting of dividends or deduction of fees on a Tech CU Checking Account, we will provide you with monthly statements. Otherwise we will provide you with statements at least quarterly.

### Credit Union Liability—All EFTs

If we do not properly complete an EFT transaction according to our agreement with you, we may be liable for your direct losses or damages, subject to certain exceptions. We will not be liable if:

1. Through no fault of ours, your account does not contain enough money, or you don't have available credit or an Overdraft Plan to make the transaction;
2. An ATM or other location where you are attempting the transaction does not have enough cash;
3. The EFT system was not working properly, and you knew about the breakdown when you started the transaction;
4. Money in your Tech CU Account is subject to legal process or other claim or we have blocked access to your Tech CU Account due to your failure to meet your obligations to us;
5. The EFT access device or access codes you are attempting to use has been reported missing and we have blocked its use;
6. Circumstances beyond our control such as fire, flood, electrical failure, or malfunction of the central data processing facility prevent the completion of the transaction despite our reasonable precautions; or
7. We establish other lawful exceptions and give you legally required advance notice of them.

In no event will Tech CU be liable for consequential, indirect or punitive costs or damages that you claim resulted from our failure to correctly process EFTs.

We will carry out instructions we receive via EFT access devices, access codes and in writing in the case of ACH transfers. We will not incur liability for doing so in a reasonable manner. You agree to defend, indemnify and hold Tech CU harmless from all costs, claims, damages, or liabilities that we sustain as a result of carrying out in a reasonable manner instructions received through EFT access devices, access codes, or in writing in the case of ACH transfers. We may arrange for the availability of ATMs at various locations with access during non-business hours for the convenience of our members. However, you assume the risk of using them. We do not warrant the security or safety of any location. With respect to your use of ATMs, we are not responsible for any wrongful act committed by anyone who is not our authorized agent or employee of acting within the scope of his or her agency or employment agreement with Tech CU.

You are solely responsible for the installation, operation, and maintenance of, and payment for, all third-party equipment, software and services you use in connection with Tech CU EFT activity, including but not limited to your computer, mobile device, telephone and internet service. Tech CU will have no liability to you as a result of any failure or malfunction of any third-party equipment, software or service you use or attempt to use in connection with your Tech CU EFT activity.

If you notify us that you are experiencing technical difficulties with a Tech CU-provided EFT device, system or application, such as a Debit Card, our Mobile Banking application or Online Banking, you can contact us and we will make a good faith attempt to correct the problem if we determine it is caused by a circumstance within our control. HOWEVER, WITH RESPECT TO EFT SERVICES, TECH CU DOES NOT MAKE, AND EXPRESSLY DISCLAIMS TO THE FULL EXTENT ALLOWED BY LAW: (1) ANY EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AND (2) ANY WARRANTY THAT TECH CU EFT SERVICES WILL OPERATE ERROR FREE AND WITHOUT INTERRUPTION.

### **ATM Safety**

Avoid using ATM machines that appear to have the potential for assault or robbery. Consider having someone accompany you when you are using the ATM after dark. If there are any indications that an unauthorized device has been attached to the ATM or if there are any other indicators that an ATM has been tampered with, you should not use the ATM and should notify the ATM owner. Please refer to the "HOW TO CONTACT US" section at the end of this Agreement for how to provide this notification if the ATM is owned by Tech CU. Put your money away and leave the site as soon as you have completed the transaction. Count cash later, when you are in a safe and secure environment. If you notice anyone suspicious approaching the ATM while you are using it, cancel your transaction and put your Card away immediately. Immediately report all crimes to the ATM operator and local law enforcement officials. DO NOT leave receipts at the ATM.

### **Privacy—All EFTs**

With respect to EFTs, in the ordinary course of business, we will disclose information to third parties about your Accounts or the transfers you make:

1. When necessary to complete transfers;
2. To verify the existence and condition of your Account for third parties such as consumer reporting agencies or merchants;
3. To comply with valid government agency or court orders; or
4. If you give us your written permission.

Please refer to our Privacy Policy for a comprehensive discussion of Tech CU's policies on maintaining the privacy of your personal and financial information.

### **Change in Terms—Cancellation**

We may change the terms of this EFT by providing a legally required notice to you.

You agree that we may immediately terminate this agreement and your use of Credit Union EFTs, without notice, if any of the following occur:

1. You or any authorized user of your EFT access devices or access codes breach this or any other agreement between us (including loan agreements);
2. We have reason to believe that there has been or may be an unauthorized

use of your EFT access device or access code;

3. We have been notified that there are conflicting claims to the funds in your accounts;
4. Termination is necessary to preserve the security of Credit Union accounts or systems;
5. Any authorized person on your Account authorizes us to do so; or
6. You obtain cash from an ATM at a time when funds are not available in your Credit Union accounts accessed under this program and you have not established an Overdraft Plan.

Your Debit Card or ATM Card is the property of the Credit Union and you agree to return it to us upon request.

### **Additional Terms**

Generally, EFT services may be accessed seven days a week; however, ATMs and other EFT systems are sometimes closed temporarily for maintenance or repairs.

EFTs may involve other agreements you have with the Credit Union, such as checking or loan agreements. Wherever applicable, the terms of these agreements shall apply to the EFT transaction as well.

Unless otherwise required due to the laws of your state of residence and applicable federal law, including but not limited to Consumer Financial Protection Bureau Regulation E, govern this EFT AGREEMENT. If any provision is found to be unenforceable, the rest of the agreement will remain in effect.

Your use of any EFT access device or access code constitutes your acknowledgement of receipt of this EFT AGREEMENT prior to your use of the device or code.

Tech CU's business days are Monday through Friday, excluding federal holidays. We may be open to provide limited services on other days, but we do not consider those days "business days" as that term is used in this EFT AGREEMENT.

If your use of EFT services results in your becoming indebted to Tech CU, and you do not pay what you owe us, you agree that "Our Right to Recover What You Owe Us" applies.

### **In Case of Errors or Questions About Your EFTs**

Contact us at the telephone number or address listed under the "HOW TO CONTACT US" section at the end of this Agreement, as soon as you think your statement or receipt is wrong or if you need more information about an electronic transaction. We must hear from you no later than 60 days after we send you the FIRST statement on which the error or problem appeared. Please tell us all the information requested under the section entitled "WHAT TO TELL US IN CASE OF ANY ERROR OR INQUIRY" at the end of this Agreement.

If you tell us orally, we may require that you send us your complaint or question in writing within ten business days. We will tell you the results of our investigation within ten business days (twenty business days if it has been less than 30 days since your first deposit) after we hear from you, and will correct any error promptly.

If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will provisionally credit your account within ten business days (twenty business days if it has been less than 30 days since your first deposit) for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation. For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question.

If we ask you to put your complaint or question in writing and we do not receive it within ten business days, we may not provisionally credit your Account while we investigate.

We will give you a written explanation of our investigation within three business days of completing it, whether or not we decide there was an error. You may ask for copies of the documents that we used in our investigation.

If we find that there was an error, we will change any provisional credit to a permanent credit. If we find that there was no error, we will reverse any provisional credit and the amount of the provisional credit will be deducted from your account. We will notify you if this happens, and will pay any items that overdraw your account for five business days after we send you this notice without imposing an overdraft fee, but only to the extent the overdrafts are equal to or less than the amount of the provisional credit we deducted. If any item overdraws your account by more than the amount of the provisional credit, you will be charged an overdraft fee.

## **HOW TO CONTACT US**

To contact us by telephone, call us at (408) 451-9111 or (800) 553-0880. Tech CU representatives are available to take calls from 8:00 a.m. to 6:00 p.m., Monday–Friday, and Saturdays from 10:00 a.m. to 2:00 p.m. Pacific time (excluding holidays).

You may also visit any Tech CU Branch during normal business hours. For information on hours and locations, please call us or visit [techcu.com](http://techcu.com).

You may write to us at: Technology Credit Union, Attn: Membership Services, P.O. Box 1409, San Jose, CA 95109-1409

You may send us secure email through Online or Mobile Banking, or via our website at [techcu.com](http://techcu.com). You can also send email to [info@techcu.com](mailto:info@techcu.com). Please do not send confidential or sensitive information to the [info@techcu.com](mailto:info@techcu.com) email address. Tech CU accepts no responsibility for the security of information transmitted to this email address.

## **WHAT TO TELL US IN CASE OF ANY ERROR OR INQUIRY**

To enable us to investigate any claims of unauthorized transactions, errors or other inquiries regarding your Tech CU Accounts, please provide the following information in your correspondence:

1. Your name and the number of the Account on which the questioned transaction occurred;
2. A description of the transaction you question;
3. As clear an explanation as you can provide as to why you believe the transaction was unauthorized or another error occurred on your Account; and
4. The date and dollar amount of the questioned transaction.

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For more information about Tech CU's  
financial products, services and  
business hours, please contact us:

online

**[www.techcu.com](http://www.techcu.com)**

telephone

**(408) 451-9111**

toll free

**(800) 553-0880**



Share accounts are federally insured up to \$250,000 by the National Credit Union Administration, a U.S. Government agency. Retirement accounts are federally insured up to \$250,000 by the National Credit Union Administration, a U.S. Government agency.



We do business in accordance with the Federal Fair Housing Law and the Equal Credit Opportunity Act.